

***United States Court of Appeals  
for the Second Circuit***



**APPENDIX**





# 75-7614

IN THE  
**UNITED STATES COURT OF APPEALS**  
FOR THE SECOND CIRCUIT

No. 75-7614

In the matter of the Arbitration of a Controversy  
between KNIT-AWAY, INC., *Petitioner-Appellee*,  
and

L. W. FOSTER SPORTSWEAR CO., INC.,  
*Respondent-Appellant*

## APPENDIX

On Appeal from the Decision of the United States District  
Court for Southern District of New York, 75 Civ. 2354  
on October 24, 1975.

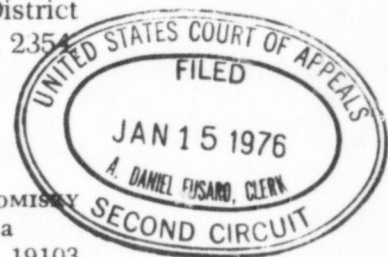
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7

PAGINATION AS IN ORIGINAL COPY

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DOCKET ENTRIES

1a

5/19/75 Filed petition for removal from the Supreme Court, State of N.Y., County of N.Y.

5/19/75 Filed bond j-8874062 for undertaking of removal in the amt. of \$500.00 by the Fidelity and Deposit Co. of Maryland.

6/4/75 Filed Answer of respondent.

7/29/75 Filed respondent's memorandum in opposition to petition to compel arbitration.

7/29/75 Filed respondent's affdvt. of Howard S. Foster in opposition to the application of Petitioner to compel arbitration.

7/31/75 Filed affdvt. of Petitioner in support of Knit-Away's petition for an order compelling.

7/31/75 Filed Petitioner's memorandum of law in support of its petition to compel arbitration.

7/31/75 Filed Petitioner's Reply affdvt. in support of petition to compel arbitration.

7/31/75 Filed Petitioner's Reply memorandum of law in support of Petition to compel arbitration.

7/31/75 Filed Certification by Petitioner's Attorney,

10/2/75 Filed Memorandum #43179 Petitioner has brought a petition to compel arbitration. Thus we conclude that arbitration is properly compelled here. Consequently, we do not reach the merits of the issues of the existence of an accord and satisfaction or of the propriety of invoking the equity principle of estoppel arising out of the alleged "new" agreement. Petition to compel

## DOCKET ENTRIES

2a

arbitration is granted - Stewart, m/n

10/24/75 Filed Judgment and Order that the Petition of Knit-Away, Inc. to compel L.W. Foster Sportswear Co., Inc. to arbitrate is granted and the Petitioner and Respondent are directed to proceed to arbitration of the controversy between them in accordance with the Petitioner's demand for Arbitration and notice of intention to Arbitrate. Stewart, J. Judgment entered on 10-24-75 Raymond F. Burgmot m/n

10/31/75 Filed notice of appeal to the U.S.C.A. from Order & Judgment of Oct. 24, 1975 (m/n)

11/6/75 Filed notice of original record on appeal has been certified and transmitted to the U.S.C.A. for Second Circuit on 11-6-75.

11/3/76 Filed bond #J8930730 undertaking for costs on appeal in favor of Knit-Away, Inc. by Fidelity & Deposit Co.

Notice of Petition

3a

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x  
In the Matter of the Arbitration of :  
a Controversy Between :  
KNIT-AWAY, INC., :  
Petitioner, : Index No. 07985/75  
-and- : NOTICE OF PETITION  
L. W. FOSTER SPORTSWEAR CO., INC., :  
Respondent. :  
-----x

S I R S:

PLEASE TAKE NOTICE that upon the annexed Petition of KNIT-AWAY, INC. duly verified May 7, 1975, the Demand for Arbitration and Notice of Intention to Arbitrate dated May 5, 1975, together with proof of due service thereof by certified mail, return receipt requested, on May 5, 1975, the undersigned will move this Court at a Special Term, Part I thereof, at the Courthouse, 60 Centre Street, New York, New York, on May 20, 1975, at 9:30 A.M. or as soon thereafter as counsel can be heard, for an Order pursuant to CPLR 7503 compelling and directing Respondent, L. W. FOSTER SPORTSWEAR CO., INC. to proceed to arbitration in accordance



with the contracts between Petitioner, KNIT-AWAY, INC. and Respondent, L. W. FOSTER SPORTSWEAR CO., INC. and the Notice of Intention to Arbitrate and Demand for Arbitration hereinabove referred to, and for such other and further relief as to this Court might seem just and proper.

Answering affidavits, if any, are required to be served upon the undersigned at least five (5) days prior to the return date of this motion.

Dated: New York, New York  
May 7, 1975.

Yours, etc.

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.  
Attorneys for Petitioner  
Office and P.O. Address  
230 Park Avenue  
New York, New York 10017  
Tel. No. (212) 679-1200

TO: L. W. FOSTER SPORTSWEAR CO., INC.  
Westmoreland and Hancock Streets  
Philadelphia, Pennsylvania 19140

REGISTERED MAIL  
RETURN RECEIPT REQUESTED



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----x  
:   
In the Matter of the Arbitration of  
a Controversy Between : Index No.  
  
KNIT-AWAY, INC., :  
  
Petitioner, :  
  
-and- : PETITION  
  
L. W. FOSTER SPORTSWEAR CO., INC., :  
  
Respondent. :  
-----x

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petition of KNIT-Away, Inc. ("Knit-Away"), by its attorneys, respectfully shows and alleges:

1. Petitioner is a corporation duly organized and existing under the laws of the State of North Carolina and authorized to do business in the State of New York with an office and place of business in the City, County and State of New York, and is engaged principally in the manufacture and sale of textiles and related items.

2. Upon information and belief, at all times hereinafter mentioned, Respondent, L. W. FOSTER SPORTSWEAR CO., INC. ("Foster"), was, and is a Pennsylvania corporation authorized

## Petition

to do business in the State of New York with an office and place of business in the City, County and State of New York, and is engaged principally in the business of manufacturing men's clothing.

3. On or about and between the 12th day of September, 1974 and the 17th day of February, 1975, Petitioner and Respondent entered into a series of twenty (20) contracts, each of which called for the sale and delivery by Petitioner, and the purchase by Respondent, of textiles on the terms and conditions and at the prices set forth in said contracts. Each of said contracts was delivered to and received by Respondent and retained by Respondent without written objection thereto for more than ten (10) days. Subsequent to the delivery to and receipt by Respondent of each of said contracts, Petitioner actually delivered to Respondent the textiles referred to in said contracts. Copies of the face of each of said contracts are annexed hereto, made a part hereof and marked Exhibit "A". A copy of the reverse side of the contracts, which is identical in all contracts, is annexed hereto, made a part hereof and marked Exhibit "B". Each of the contracts hereinabove referred to contains the following clause on the face thereof:

## " TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provision for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form, if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification of assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof." (Emphasis supplied.)

4. Each of the said written agreements contains the following clause relating to arbitration, to wit:

"15. ARBITRATION: Any controversy arising out of or relating to this contract, shall be settled by arbitration in the City of New York in accordance with the Rules then obtaining of the General Arbitration Council of the Textile Industry. The arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this contract, including without limitation, the provisions of paragraph 6 applicable to claims, or to render any award which by its terms effects any such alteration or modification. The parties consent to the jurisdiction of the Supreme Court of the



State of New York, and of the United States District Court for the Southern District of New York, and, this sale being an interstate commerce, to jurisdiction under the Federal Arbitration Act as well as the arbitration statutes of the State of New York, for all purposes in connection with said arbitration. The parties further consent that any process or notice of motion or other application to either of said Courts or a Judge thereof, may be served inside or outside the State or Southern District of New York by registered or certified mail, return receipt requested, or by personal service provided a reasonable time for appearance is allowed, or in such other manner as may be permissible under the Rules of said Court.

"Seller shall have all rights to provisional remedies which it would have at law, notwithstanding the existence of this agreement to arbitrate."

Thus, pursuant to the written agreements between the parties, the parties consented to the jurisdiction of this Court for all purposes in connection with the arbitration and further consented that any process or notice of motion or other application to this Court may be served by registered or certified mail, return receipt requested.

5. Petitioner believes and, therefore, alleges upon information and belief, that Respondent has actually used all or virtually all of the textiles supplied to it by Petitioner, pursuant to the contracts as aforesaid, in the manufacture by Respondent of garments for Respondent's customers. As of

April 1, 1975, there was due and owing from Respondent to Petitioner the sum of \$380,100.15 on account of textiles sold and delivered to Respondent and accepted by Respondent, including textiles sold and delivered to Respondent and accepted by Respondent pursuant to the above-referred to contracts. A copy of the statement of account in respect of such indebtedness showing the 109 open invoices in question, as of April 1, 1975, is annexed hereto, made a part hereof, and marked Exhibit "C".

6. Subsequent to April 1, 1975, Respondent paid the sum of \$11,541.35 to the Petitioner on account of the aforementioned indebtedness. On or about April 16, 1975, Respondent tendered the further and additional sum of \$44,960.13 to Southeastern Financial Corporation, Knit-Away's Factor. Annexed hereto and made a part hereof as Exhibit "D", is a copy of the front and back of Foster's check dated April 16, 1975. Upon being made aware that Foster's check in the amount of \$44,960.13 was purportedly in full payment of the entire indebtedness due and owing to Knit-Away from Foster (at that time approximately \$367,000), and in accordance with Uniform Commercial Code §1-207 Foster's check in the amount of \$44,960.13 was accepted by Petitioner on account of such indebtedness with the following endorsement:

"We are accepting this check #17902 in the sum of \$44,960.13 under protest and without prejudice to our right to recover all sums due us."

In addition, by letter dated April 21, 1975 sent by registered mail, return receipt requested, the Petitioner advised Foster that Foster's check #17902 dated April 16, 1975 in the sum of \$44,960.13 was being accepted "under protest and without prejudice to our right to recover all sums due us." Annexed hereto and made a part hereof as Exhibit "E" is Knit-Away's letter of April 21, 1975 together with both the registered mail receipt as well as the return receipt card evidencing Foster's receipt of this letter. Thus, there is a balance of \$323,598.67 due and owing from Respondent to Petitioner, no part of which sum has been paid although duly demanded. Petitioner has applied the \$56,501.48 in payments made subsequent to April 1, 1975 against invoices set forth on Exhibit "C" in reverse order of the dollar amount set forth, for such invoice (smallest invoice first), thereby "paying" sixty-nine (69) of such invoices in full, and one (1) invoice in part. Annexed hereto, made a part hereof and marked Exhibit "F" are copies of all the open invoices, and annexed hereto and marked Exhibit "G" is the one (1) invoice which is open in part. The attention of this Court



respectfully directed to the fact that each of said invoices refers to a contract number, being the contracts hereinabove described.

7. In accordance with the provisions of the contracts, and in particular Clause 15 thereof, (more fully set forth at paragraph "4" hereof), Petitioner has instituted an arbitration proceeding before the General Arbitration Council of the Textile Industry and is seeking an Award of Arbitrators directing payment of the amount remaining unpaid to it by Respondent (under those contracts pursuant to which invoices were rendered which have not been paid in full) and dismissing Respondent's claims, if any, with respect to said textiles. A copy of Petitioner's Demand for Arbitration and Notice of Intention to Arbitrate, together with proof of due service thereof, together with proof of filing thereof, is annexed hereto, made a part hereof, and collectively marked Exhibit "H".

WHEREFORE, Petitioner respectfully prays for an Order directing that such arbitration proceed in the manner provided for in the agreements between the parties, all in accordance with the form of Order attached hereto and marked Exhibit "I", together with such other, further and different

relief as to this Court shall seem just and proper, together with the costs and disbursements of this Special Proceeding.

Dated: New York, New York  
May 6, 1975

OTTERBOURG, STEINDLER, HOUSTON &  
ROSEN, P.C.  
Attorneys for Petitioner  
230 Park Avenue  
New York, New York 10017  
(212) 679-1200





KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28176

206261-01

09/12/74

C01  
C0

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S  
O  
L. W. FOSTER CO.  
HANCOCK & WESTMORLAND ST.  
D  
PHILADELPHIA, PA.  
O

S  
H  
I  
P  
T  
O  
L. W. FOSTER CO.  
HANCOCK & WESTMORLAND ST.  
PHILADELPHIA, PA.

ITEM CODE	01
QUANTITY	100
POLY	1/10 NET 60
CHUCK HERINA	108

PRODUCT DESCRIPTION				RAEFORD, N.C.		QUANTITY		PRICE		DATE	
ITEM	SIZE	COLOR	NAME	IN	OUT	PROD	UNIT	UNIT	UNIT	DATE	DATE
1	001575	000	1049		10	12.5-13.060-62	1000	2.250		10/04/74	
2	001575	000	2015		10	12.5-13.060-62	4000	2.250		10/11/74	
3	001575	000	3199		10	12.5-13.060-62	1500	2.250		10/04/74	
4	001575	000	7029		10	12.5-13.060-62	2500	2.250		10/04/74	
5	001575	000	7072		10	12.5-13.060-62	1000	2.250		10/11/74	
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16											
17											
18											

TOTAL 10,000

SPECIAL INSTRUCTIONS

00

TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTROL NO. P-1-15

BUYER'S FIRM NAME

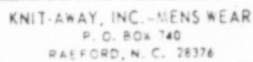
ACCEPTED

BY  
DATEBY  
DATE

PRODUCTION DANNING

EXHIBIT "A"

CONTINUED ON REVERSE SIDE.



09/12/74

PAGE 001  
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☐ ORDER☐ MODIFICATION

S L. W. FOSTER CO.  
H HANCOCK & WESTMORLAND ST.  
I  
P  
T PHILADELPHIA, PA.  
Q

100	POLY	1/10 NET 60
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CHUCK HERINA 108

SPECIAL INSTRUCTIONS

66

TERMS AND CONDITIONS OF CONTRACT

CONTROL NO.

BUYER'S FIRM NAME

ACCEPTED

BY \_\_\_\_\_  
DATE \_\_\_\_\_BY  
DATE

PRODUCTION TRAINING

EXHIBIT "A"

This confirmation is given subject to all of the terms and conditions on the face and reverse of these heretofore including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersedes Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become binding on Buyer and Seller if either party specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten (10) days, or (c) Seller has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.



## Exhibit "A" to Petition



KNIT-AWAY, INC.-MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206261-03

09/12/74

PAGE 001  
OF 00

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S L. W. FOSTER CO.  
O HANCOCK & WESTMORLAND ST.  
D  
T PHILADELPHIA, PA.  
O

S L. W. FOSTER CO.  
H HANCOCK & WESTMORLAND ST.  
P  
T PHILADELPHIA, PA.  
O

01

FIBER CONTENT

100 POLY

TERMS

1/10 NET 60

SALESMAN NAME

CHUCK HERIA

108

ROUTING

FOB MILL

PURCHASE ORDER

FOR CONVENIENCE ONLY

RAEFORD, N. C.

LINE	SIZE	QTY	WEIGHT	WIDTH	QUANTITY (YARDS)	PRICE	DATE
1	001575	000	1049	10	12.5-13.060-62	1000	2.250
2	001575	000	1089	10	12.5-13.060-62	1000	2.250
3	001575	000	2015	10	12.5-13.060-62	4000	2.250
4	001575	000	2247	10	12.5-13.060-62	3000	2.250
5	001575	000	3148	10	12.5-13.060-62	500	2.250
6	001575	000	3199	10	12.5-13.060-62	1500	2.250
7	001575	000	4108	10	12.5-13.060-62	1000	2.250
8	001575	000	5103	10	12.5-13.060-62	500	2.250
9	001575	000	7029	10	12.5-13.060-62	2500	2.250
10	001575	000	7072	10	12.5-13.060-62	1000	2.250
11	001575	000	9001	10	12.5-13.060-62	1500	2.250
12							
13							
14							
15							
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18							

TOTAL

17,500

SPECIAL INSTRUCTIONS

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TERMS AND CONDITIONS OF CONTRACT

CONTROL NO. 1-1-7

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

1-11-74

PRODUCTION

ANNING

EXHIBIT "A"

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortment, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof."

CONTINUED ON REVERSE SIDE.

## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P.O. BOX 740  
RAEFORD, N.C. 28376

206540-01

09/26/74

PAGE 001  
60

CONFIRMATION OF:

☐ ORDER

☐ MODIFICATION

S L. W. FOSTER CO.  
O HANCOCK & WESTMORELAND ST.  
D  
T PHILADELPHIA, PA.

S L. W. FOSTER CO.  
H HANCOCK & WESTMORELAND ST.  
P  
T PHILADELPHIA, PA.

REMARKS

FIBER CONTENT

100 POLY

TERMS

1/10 NET

ROUTING

FOB MILL

PURCHASE ORDER CHUCK HERINA CONVENIENCE ONLY 108

LINE	STATE	CODE	NAME	QTY	WEIGHT	WIDTH	YARDS	PRICE	DATE	REMARKS
1										
2		001575 000 1219		10	12.5-13.060-62		1100	2.200	11/01/74	
3		001575 000 2247		10	12.5-13.060-62		3300	2.200	11/01/74	
4		001575 000 2247		10	12.5-13.060-62		3300	2.200	11/08/74	
5		001575 000 3198		10	12.5-13.060-62		2000	2.200	11/01/74	
6		001575 000 3198		10	12.5-13.060-62		2100	2.200	11/08/74	
7		001575 000 4134		10	12.5-13.060-62		900	2.200	11/01/74	
8		001575 000 4134		10	12.5-13.060-62		900	2.200	11/08/74	
9		001575 000 7072		10	12.5-13.060-62		2100	2.200	11/01/74	
10		001575 000 7072		10	12.5-13.060-62		2100	2.200	11/08/74	
11		001575 000 9001		10	12.5-13.060-62		1300	2.200	11/01/74	
12		001575 000 9001		10	12.5-13.060-62		1300	2.200	11/08/74	
13										
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TOTAL 20,400

SPECIAL INSTRUCTIONS

00

TERMS AND CONDITIONS OF CONTRACT

CONTROL NO.

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

PRODUCTION PLANNING

EXHIBIT "A"

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206542-00

09/26/74

PAGE 0  
OF 00

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S L. W. FOSTER CO.  
L HANCOCK & WESTMORLAND ST.  
D  
T Mr. Charles Glantzow  
O PHILADELPHIA, PA.

S L. W. FOSTER CO.  
H HANCOCK & WESTMORLAND ST.  
I  
P  
T PHILADELPHIA, PA.  
O

TERMS CODE: 1/10 NET

FIBER CONTENT: 100 POLY

SALESMAN NAME: CHUCK HERINA

1/10 NET 60

ROUTING SLIP

FOB MILL

PURCHASER'S NAME

CHUCK HERINA

108

LINE	STYLE	SIZE	COLOR	NAME	FIN	GO	WEIGHT	WIDTH	YARDS	PRICE	DATE	DATE
1	001850	962	0031			10	11.5-12.060-62		1000	2.200		01/10/75
2	001850	962	0061			10	11.5-12.060-62		2000	2.200		01/10/75
3	001850	962	0071			10	11.5-12.060-62		2000	2.200		01/10/75
4	001850	964	0031			10	11.5-12.060-62		2000	2.200		01/10/75
5	001850	964	0062			10	11.5-12.060-62		5000	2.200		01/10/75
6	001850	964	0071			10	11.5-12.060-62		3000	2.200		01/10/75
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SPECIAL INSTRUCTIONS

00

15,000

TERMS AND CONDITIONS OF CONTRACT

CONTROL NO. 1296

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

10-20-74

NEW YORK SALES

"This confirmation is given subject to all of the terms and conditions on the face reverse sides hereof, including the provisions for arbitration and exclusion of warranty all of which are accepted by Buyer, supersede Buyer's order form if any, constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall back a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer gives to Seller specification or assortment, delivery dates, shipping instructions, instructions to bill and hold or when Buyer has otherwise assented to the terms conditions hereof.

CONTINUED ON REVERSE SIDE.

EXHIBIT "A"



## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28378

206543-00

09/26/74

PAGE 001  
CC

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S L. W. FOSTER CO.  
O HANCOCK & WESTMORELAND ST.  
D  
T PHILADELPHIA, PA.

S L. W. FOSTER CO.  
H HANCOCK & WESTMORELAND ST.  
P  
T PHILADELPHIA, PA.

100 PCLY

TERMS

1/10 NET 60

FOB MILL

PURCHASE ORDER

LINE	STYLE	QTY	COLO	NAME	FIN	RD	WEIGHT	WIDTH	YARDS	PRICE	YARD	DATE	REMARKS
1	001850	999	0021			10	11.5-12.0	62-64	2000	2.200		01/10/75	1/31/75
2	001850	999	0032			10	11.5-12.0	62-64	1000	2.200		01/10/75	
3	001850	999	0072			10	11.5-12.0	62-64	2000	2.200		01/10/75	
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MODIFICATION OF CONTRACT 6543

L. W. FOSTER CO.  
SAME AS ABOVE\* 6543-01  
HERINA

1850-999-21

2000

52-20

W/E JAN 31 SIP

TOTAL 5000 YDS

THIS IS A DELIVERY CHANGE ONLY

:-1497

1850-999-32 CORRECTION ON 6543-01 ... STYLES OMITTED  
72 1000 2000

TOTAL

5,000

TERMS AND CONDITIONS OF CONTRACT

SPECIAL INSTRUCTIONS

00

CONTROL NO.

BUYER'S FIRM NAME

ACCEPTED

BY

BY

DATE

DATE

PRODUCTION

ANNING

EXHIBIT "A"

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form, if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and fluid or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

SOLD TO  
L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

SHIP TO  
L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

206261-04

10/09/74

PAGE 001  
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TERMS CODE

FIBER CONTENT

100 POLY

TERMS

CUSTOMER NAME

1/10 NET 60

ROUTING

FOB MILL

PURCHASE ORDER NUMBER FOR CONVENIENCE ONLY

LINE	STYLE	SIZE	COLOR	NAME	QTY	WEIGHT	WIDTH	QUANTITY	PRICE	ASSORTMENT	DELIVERY	CUSTOMER
1												
2	001575	000	7072		10	12.5-13.060-62		1000	2.250		11/15/74	
3	001575	000	7001		10	12.5-13.060-62		4000	2.250		11/15/74	
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SPECIAL INSTRUCTIONS

COMPLETES ASSORTMENT CONT 6261

TOTAL

5,000

TERMS AND CONDITIONS OF CONTRACT

CONTROL NO.

401

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise or hereunder, or when Buyer has instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

PRODUCTION LANNING

EXHIBIT "A"



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206338-04

10/09/74

PAGE 001  
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CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S  
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L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

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L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

FIBER/COLOR/CONTENT

100 POLY

TERMS

SALESMAN NAME

1710 RET-603

FOB MILL

PURCHASE ORDER/HUCK HERINA CONVENIENCE ONLY LCB

LINE	ITEM	QTY	UNIT	WEIGHT	WIDTH	LENGTH	PRICE	DATE
1								
2	001873 000 3148	10		11.5-12.060-62	300	1.875		11/31/75
3	001873 000 3150	10		11.5-12.060-62	1300	1.875		11/15/74
4	001873 000 7072	10		11.5-12.060-62	1300	1.875		11/15/74
5	001873 000 9036	10		11.5-12.060-62	300	1.875		11/31/75
6								
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MODIFICATION OF CONTRACT 6338-04

L. W. FOSTER CO  
SAME AS ABOVE\* 6338-05  
HERINA1873-8148  
9036  
TOTAL 600 YDS300  
300

1.87 1/2 1/E JAN 31 SIP

THIS IS A DELIVERY CHANGE ONLY

L. W. FOSTER CO 1873-8148 300 YDS 11/15/74

P-1527

TOTAL

5,000

TERMS AND CONDITIONS OF CONTRACT

SPECIAL INSTRUCTIONS

COMPLETES ASSORTMENT CONT 6338

401

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

CONTROL NO.

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

PRODUCTION LANNING

EXHIBIT "A"



## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206673-00 10/11/74 PAGE 001

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S  
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L W FOSTER CO  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

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L W FOSTER CO  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

TERMS CODES  
CREDIT ADVANCEMENT  
100 PCLY  
SALES/SHIP NAME 1/10 NET 60%

LOADING		FOB/MILL		PURCHASE OR CHUCK PERIN CONVEYANCE ONLY		
LINE	QUANTITY	WEIGHT	WIDTH	QUANTITY (YARDS)	PRICE / YARD	DATE
1	001555 000 2171	10	11.5-12.000-62	2000	2.150	11/31/75
2	001555 000 5072	10	11.5-12.000-62	200	2.150	11/29/74
3	001555 000 6071	10	11.5-12.000-62	900	2.150	11/31/75
4	001555 000 7230	10	11.5-12.000-62	1400	2.150	11/29/74
5						
6						
7						
8						
9						
10						
11	MODIFICATION OF CONTRACT					
12	L. W. FOSTER CO			# 6073-01		
13	SAME AS ABOVE			HERINA		
14	1555-2171	1100	12.15	#/E JAN 31 51P		
15	6079	600				
16	TOTAL 1700 YDS					
17	THIS IS A DELIVERY CHANGE ONLY					
18	P-1636					

SPECIAL INSTRUCTIONS

TOTAL

4,500

TERMS AND CONDITIONS OF CONTRACT

CONTROL NO.

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

PRODUCT

NNING

EXHIBIT "A"

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

## Exhibit "A" to Petition



KNIT AWAY, INC. MEN'S WEAR  
P. O. BOX 74  
RAEFORD, N. C. 28370

206545-01

11/01/74

PAGE 10

CONFIRMATION OF:

☐ ORDER☐ MODIFICATION

S L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
D HANCOCK & WESTMORELAND ST  
T PHILADELPHIA, PA  
O

S CONTACT C GLANTZOW  
H FOR INSTRUCTIONS  
I  
P  
T  
O

ITEM CODE

01

ITEM CONTENT

100 POLY

TERMS

1/10 NET 60

SALESMAN NAME

CODE

CHUCK HERINA

108

FOB MILL

RAEFORD N.C.

PURCHASE ORDER

FOR CONVENIENCE ONLY

LINE	ITEM	QTY	UNIT	WEIGHT	WIDTH	QUANTITY (YARDS)	PRICE / YARD	DATE	DELIVERY DATE	CUSTOMER ORDER
1	001575 000 1049	10		12.75-13.25	62	500	2.200	01/17/75		
2	001575 000 1089	10		12.75-13.25	62	600	2.200	01/17/75		
3	001575 000 2015	16		12.75-13.25	60-62	4000	2.200	11/10/75		
4	001575 000 2247	10		12.75-13.25	60-62	1000	2.200	01/17/75		
5	001575 000 3148	10		12.75-13.25	60-62	500	2.200	01/17/75		
6	001575 000 3199	10		12.75-13.25	60-62	500	2.200	01/17/75		
7	001575 000 4108	10		12.75-13.25	60-62	2000	2.200	01/17/75		
8	001575 000 5103	10		12.75-13.25	60-62	300	2.200	01/17/75		
9	001575 000 7029	10		12.75-13.25	60-62	3000	2.200	01/17/75		
10	001575 000 7072	10		12.75-13.25	60-62	2000	2.200	01/17/75		
11	001575 000					5600	2.200	01/17/75		

MODIFICATION OF CONTRACT 6545-01

L. W. FOSTER CO.  
SAME AS ABOVE

6545-02  
HERINA

1575-1049	500
1089	600
2015	1500
2247	1000
3148	500
3199	500
4108	2000
5103	300
7029	3000
7072	5600

52.20 W/E JAN 31 51P

SPECIAL INSTRUCTION  
LEAVES 10

TOTAL 15500 YDS

THIS IS A DELIVERY CHANGE ONLY

CONTROL NO. P14

BUYER'S FIRM NAME

DATE

DATE 11-4-74


PRODUCT

CONTINUED ON REVERSE SIDE

EXHIBIT "A"

In the face and  
back of this  
order, if any, and  
shall become  
void if signed  
over receives  
Buyer accepts  
that Buyer has  
instructions or  
the terms and

## Exhibit "A" to Petition

		<b>KNIT AWAY, INC. MENS WEAR</b> P. O. BOX 740 RAEFORD, N.C. 28376		206544-01	11/12/74	PAGE 001 OF 00
CONFIRMATION OF: <input type="checkbox"/> ORDER <input type="checkbox"/> MODIFICATION						
S L W FOSTER CO L ATTN MR CHARLES GLANTZOW D HANCOCK & WESTMORELAND ST T PHILADELPHIA, PA O				S CONTACT C GLANTZOW H FOR INSTRUCTIONS I P T O		
				100 POLY TERMS 1/10 NET 60 CHUCK HERINA 108		
ROUTING		FOB MILL		PURCHASE ORDER FOR CONVENIENCE ONLY		
RAEFORD, N.C.						
LINE	QTY	SIZE	STYLE	UNIT	PRICE	DATE
1	001873	000	1044	10	11.5-12.060-62	800 1.825 01/10/75
2	001873	000	1089	10	11.5-12.060-62	600 1.825 01/10/75
3	001873	000	2015	10	11.5-12.060-62	6400 1.825 01/10/75
4	001873	000	2247	10	11.5-12.060-62	3500 1.825 01/10/75
5	001873	000	3148	10	11.5-12.060-62	800 1.825 01/10/75
6	001873	000	3150	10	11.5-12.060-62	1000 1.825 11/22/74
7	001873	000	3150	10	11.5-12.060-62	3400 1.825 01/10/75
8	001873	000	6002	10	11.5-12.060-62	2000 1.825 01/10/75
9	001873	000	7029	10	11.5-12.060-62	1000 1.825 11/22/74
10	001873	000	7029	10	11.5-12.060-62	3400 1.825 01/10/75
11	001873	000	7072	10	11.5-12.060-62	1000 1.825 11/22/74
12	001873	000	7072	10	11.5-12.060-62	1000 1.825 01/10/75
13	001873	000	9001	10	11.5-12.060-62	2000 1.825 01/10/75
14	001873	000	9015	10	11.5-12.060-62	1500 1.825 01/10/75
15	001873	000	9036	10	11.5-12.060-62	1600 1.825 01/10/75
16						
17						
18						
<b>TOTAL</b>					<b>30,000</b>	
SPECIAL INSTRUCTIONS				TERMS AND CONDITIONS OF CONTRACT		
LEAVES 5000 YD TO ASSORT RECONFIRMED TO SHOW CHANGE IN DELIVERY FOR COLOR #47129 CONTROL NO. <u>1493</u> FROM: 4400 YDS. 1-10-75 TO: 1,000 YDS. 11-22-74 BUYER'S FIRM NAME _____ ACCEPTED BY <u>14-14-74</u> DATE _____ DATE _____				"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form, if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof. CONTINUED ON REVERSE SIDE.		
NEW YORK SALES				EXHIBIT "A"		



## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206622-00

11/15/74

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PAGE  
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CONFIRMATION OF:

☒ ORDER☐ MODIFICATION

S  
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L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

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L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

01

100 POLY

TERMS 1/10 NET 60

CHUCK HERINA

108

ROUTING			FDB MILL			RAEFORD N.C.			PURCHASE ORDER			FOR CONVENIENCE ONLY		
LINE	STYLE	QTY	COLOR	NAME	IN	GD	WEIGHT	WIDTH	QUANTITY (AROS)	PRICE / YD	DATE	DELIVERY DATE	SHIP TO ORDER	SHIPPING
1	001555	000	2171			10	11.5-12.0	60-62	2000	2.150		01/10/75		
2	001555	000	3192			10	11.5-12.0	60-62	200	2.150		01/10/75		
3	001555	000	5072			10	11.5-12.0	60-62	200	2.150		01/10/75		
4	001555	000	6079			10	11.5-12.0	60-62	1900	2.150		01/10/75		
5	001555	000	7229			10	11.5-12.0	60-62	200	2.150		01/10/75		
6	001555	000	7230			10	11.5-12.0	60-62	2500	2.150		01/10/75		
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TOTAL									7,000					

## SPECIAL INSTRUCTIONS

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CONTROL NO.

P1528

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE

11-18-74

NEW YORK SALES

EXHIBIT "A"

## TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranty, all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions, instructions to bill and hold or when Buyer has otherwise assented to the terms or conditions hereof.

CONTINUED ON REVERSE SIDE.

## Exhibit "A" to Petition



		<b>KNIT AWAY, INC.-MENS WEAR</b> P. O. BOX 740 RAEFORD, N. C. 28376		206623-00		11/21/74		PAGE 001 OF 00																																																																																																																																																																																																																																																	
<b>CONFIRMATION OF:</b>				<input type="checkbox"/> ORDER		<input type="checkbox"/> MODIFICATION																																																																																																																																																																																																																																																			
S L W FOSTER CO O L ATTN MR CHARLES GLANTZOW D HANCOCK & WESTMORELAND ST T PHILADELPHIA, PA O				S L W FOSTER CO H I ATTN MR CHARLES GLANTZOW P HANCOCK & WESTMORELAND ST T PHILADELPHIA, PA O				01 100 POLY 1/10 NET 60 CHUCK HERINA 108																																																																																																																																																																																																																																																	
ROUTING		FDB MILL		RAEFORD N.C.		PURCHASE ORDER		FOR CONVENIENCE ONLY																																																																																																																																																																																																																																																	
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SPECIAL INSTRUCTIONS <b>SHIP SIP</b>  CONTROL NO. <u>1367</u> BUYER'S FIRM NAME _____ BY _____ DATE _____ ACCEPTED BY <u>YC</u> DATE <u>11-28-74</u> NEW YORK SALES						TERMS AND CONDITIONS OF CONTRACT "This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof. CONTINUED ON REVERSE SIDE.																																																																																																																																																																																																																																																			

EXHIBIT "A"



## Exhibit "A" to Petition

		<b>KNIT-AWAY, INC. - MENS WEAR</b> P. O. BOX 740 RAEFORD, N. C. 28376		206604-01		12/03/74		PAGE 00 OF 00	
		<div style="display: flex; justify-content: space-between;"> <div> <b>CONFIRMATION OF:</b> </div> <div> <input type="checkbox"/> ORDER         </div> <div> <input type="checkbox"/> MODIFICATION         </div> </div>							
S L W FOSTER CO D ATTN MR CHARLES GLANTZOW T HANCOCK & WESTMORELAND ST O PHILADELPHIA, PA				S MARK FOR 'HALL'S TENN' H I P T O				TERMS CODE 01 FIBER CONTENT 100 PCLY TERMS 1/10 NET 60 SALESMAN NAME CHUCK HERINA CODE 108	
ROUTING		FOB MILL RAEFORD N.C.		PURCHASE PROPERTY FOR CONVENIENCE ONLY					
LINE	QTY	SIZE	WEIGHT	WIDTH	LENGTH	PRICE	DATE		
1	001857	000	1044		10	11.0-11.560-62	500	1.400	01/10/75
2	001857	000	2015		10	11.0-11.560-62	4000	1.400	01/10/75
3	001857	000	3197		10	11.0-11.560-62	500	1.400	01/10/75
4	001857	000	6002		10	11.0-11.560-62	1000	1.400	01/10/75
5	001857	000	7029		10	11.0-11.560-62	2000	1.400	01/10/75
6	001857	000	7072		10	11.0-11.560-62	2000	1.400	01/10/75
7									
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15									
16									
17									
18									
TOTAL							10.000		
SPECIAL INSTRUCTIONS  <div style="text-align: center;">02</div>							TERMS AND CONDITIONS OF CONTRACT <small>**This confirmation is given subject to all of the terms and conditions on the face of reverse side hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions, instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.</small> CONTINUED ON REVERSE SIDE.		
CONTROL NO. <u>P-1568</u>							ACCEPTED BY <u>HC</u>		
BUYER'S FIRM NAME _____							DATE <u>12-9-74</u>		
BY _____							NEW YORK SALES		
DATE _____							EXHIBIT "A"		

## Exhibit "A" to Petition

FA-100-REV 2-74


 KNIT-AWAY INC. - MENS WEAR  
 P. O. BOX 740  
 RAEFORD, N.C. 28376

 ORDER NO. 206605-01  
 DATE 12/03/74

 PAGE 001  
 OF 00

## CONFIRMATION OF:

☐ ORDER☐ MODIFICATION
 S L W FOSTER CO  
 O LATTIN MR CHARLES GLANTZOW  
 D HANCOCK & WESTMORELAND ST  
 T PHILADELPHIA, PA  
 O

 S MARK FOR 'HALL'S TENN'  
 H  
 I  
 P  
 T  
 O

 01  
 FIBER CONTENT 100 POLY  
 TRADESMAN NAME CHUCK HERINA

 TERMS 1/10 NET 60  
 CODE 108

CHUCK HERINA

108

## ROUTING

FOB MILL

PURCHASE ORDER FOR CONVENIENCE ONLY

RAEFORD N.C.

LINE	STYLE	SIZE	COLOR	NAME	LEN	WGTH	WIDTH	QUANTITY	PRICE	ASSORTMENT	DELIVERY	FORMET
								YARDS	YARD	DATE	DATE	CODING
1	001805	000	2015		10	11.0-11.5	60-62	2250	1.400		01/03/75	
2	001805	000	2015		10	11.0-11.5	60-62	2250	1.400		01/10/75	
3	001805	000	3197		10	11.0-11.5	60-62	500	1.400		01/03/75	
4	001805	000	6002		10	11.0-11.5	60-62	500	1.400		01/03/75	
5	001805	000	6002		10	11.0-11.5	60-62	500	1.400		01/10/75	
6	001805	000	7029		10	11.0-11.5	60-62	1000	1.400		01/03/75	
7	001805	000	7029		10	11.0-11.5	60-62	1000	1.400		01/10/75	
8	001805	000	7072		10	11.0-11.5	60-62	1000	1.400		01/03/75	
9	001805	000	7072		10	11.0-11.5	60-62	1000	1.400		01/10/75	
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11												
12												
13												
14												
15												
16												
17												
18												

TOTAL

10,000

## SPECIAL INSTRUCTIONS

## TERMS AND CONDITIONS OF CONTRACT

02

CONTROL NO. P-1567

BUYER'S FIRM NAME

ACCEPTED

BY  
DATEBY  
DATE
 40  
 12-9-74

NEW YORK SALES

EXHIBIT "A"

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer is given to Seller specification or assortments, delivery dates, shipping instructions, instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.



## Exhibit "A" to Petition

KNIT-AWAY, INC.-MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

206608-01

12/03/74

PAGE 001  
OF CO

CONFIRMATION OF:

☐ ORDER

☐ MODIFICATION

S L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA  
O

S MARK FOR 'HALL'S TENN'  
H  
I  
P  
T  
O

01

100 PCLY

TERMS 1/10 NET 60

CHUCK HERINA

100

ROUTING SLIP

FOB MILL

PURCHASE ORDER FOR CONVENIENCE ONLY

RAEFORD N.C.

LINE	STYLE	SIZE	COLOR	NAME	FIN	GD	WEIGHT	WIDTH	QUANTITY (YARDS)	PRICE (YARDS)	ASSORTED DATE	DELIVERY DATE	CUSTOMER CODING
1	091873	000	1044			10	11.0-11.560-62		500	1.400		01/03/75	
2	091873	000	1044			10	11.0-11.560-62		500	1.400		01/10/75	
3	091873	000	2015			10	11.0-11.560-62		4000	1.400		01/03/75	
4	091873	000	2015			10	11.0-11.560-62		4000	1.400		01/10/75	
5	091873	000	3197			10	11.0-11.560-62		500	1.400		01/03/75	
6	091873	000	3197			10	11.0-11.560-62		500	1.400		01/10/75	
7	091873	000	6002			10	11.0-11.560-62		1000	1.400		01/03/75	
8	091873	000	6002			10	11.0-11.560-62		1000	1.400		01/10/75	
9	091873	000	7029			10	11.0-11.560-62		2000	1.400		01/03/75	
10	091873	000	7029			10	11.0-11.560-62		2000	1.400		01/10/75	
11	091873	000	7072			10	11.0-11.560-62		2000	1.400		01/03/75	
12	091873	000	7072			10	11.0-11.560-62		2000	1.400		01/10/75	
13													
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17													
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SPECIAL INSTRUCTIONS

20.000

TERMS AND CONDITIONS OF CONTRACT

02

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUED ON REVERSE SIDE.

CONTROL NO. P-1566

BUYER'S FIRM NAME

ACCEPTED

BY  
DATE

BY  
DATE

NEW YORK SALES

EXHIBIT "A"



NEW YORK SALES

EXHIBIT "A"



		KNIT-AWAY, INC. - MENS WEAR P. O. BOX 140 RAEFORD, N. C. 28376		207066-00	02/06/75	PAGE 001 OF 00																																																																																																																																												
CONFIRMATION OF: <input checked="" type="checkbox"/> ORDER <input type="checkbox"/> MODIFICATION																																																																																																																																																		
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SPECIAL INSTRUCTIONS  CONTROL NO. <u>P17.1</u> BUYER'S FIRM NAME _____ BY _____ DATE <u>12.11.75</u>				TERMS AND CONDITIONS OF CONTRACT 00 "This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms or conditions hereof. CONTINUED ON REVERSE SIDE.																																																																																																																																														
PRODUCTIVITY PLANNING EXHIBIT "A"																																																																																																																																																		

Exhibit "A" to Petition

31a

		KNIT AWAY, INC. - MENS WEAR P. O. BOX 740 RAYFORD, N. C. 28376		207067-60	02/06/75	PAGE 001 OF 00
CONFIRMATION OF:		<input type="checkbox"/> ORDER		<input type="checkbox"/> MODIFICATION		
S L W FOSTER CO O L ATTN MR CHARLES GLANTZOW D HANCOCK & WESTMORELAND STS T PHILADELPHIA, PA O		S L W FOSTER CO H I ATTN MR CHARLES GLANTZOW P HANCOCK & WESTMORELAND STS T PHILADELPHIA, PA O		01 100 POLY 1/10 NET 60 CHUCK HERINA 108		
RAYFORD N.C.						
1	001805	000	7072	10	11.0-11.560-62	67 1.150 02/07/75
2						
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9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
TOTAL				67		
SPECIAL INSTRUCTIONS  CONTROL NO. <u>11121</u> BUYER'S FIRM NAME _____ BY _____ DATE _____				TERMS AND CONDITIONS OF CONTRACT  00 "This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortments, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof. CONTINUED ON REVERSE SIDE.		

PRODUCTIC PLANNING EXHIBIT "A"



## Exhibit "A" to Petition



KNIT-AWAY, INC. - MENS WEAR  
P. O. BOX 740  
RAEFORD, N. C. 28376

207073-00 02/17/75 PAGE C01  
of C0

CONFIRMATION OF:

☒ ORDER☐ MODIFICATION

S L W FOSTER CO  
O L ATTN MR CHARLES GLANTZOW  
D HANCOCK & WESTMORELAND STS  
T PHILADELPHIA, PA  
O

S L W FOSTER CO  
H I ATTN MR CHARLES GLANTZOW  
P HANCOCK & WESTMORELAND STS  
T PHILADELPHIA, PA  
O

CHUCK HESTIN 100  
C1  
FIBER CONTENT 100 POLY  
TERMS 1/10 NET 60  
DATE 02/17/75  
CODE

ROUTING				FDB MILL				PURCHASE ORDER			
				RAEFORD, N.C.				FOR CONVENIENCE ONLY			
LINE	ITEM	QTY	UNIT	FIN	GD	WEIGHT	WIDTH	LENGTH (YARDS)	PRICE	DATE	REMARKS
1	001555 C00	2171			10	11.5-12.060-62		1030	2.150	03/07/75	
2	001555 C00	3192			10	11.5-12.060-62		150	2.150	03/07/75	
3	001555 C00	6079			10	11.5-12.060-62		360	2.150	03/07/75	
4	001555 C00	7230			10	11.5-12.060-62		935	2.150	03/07/75	
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
				TOTAL				2,475			

SPECIAL INSTRUCTIONS

SHIP SIP

CONTROL NO. P-1760

401

BUYER'S FIRM NAME

ACCEPTED

BY

DATE

12-18-75

NEW YORK SALES

TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer, supersede Buyer's order in if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specification or assortment, delivery dates, shipping instructions or instructions to bill and hold or when Buyer has otherwise assented to the terms and conditions hereof.

CONTINUE ON REVERSE SIDE.

## 33 a

16. The validity of this contract shall be determined under the laws of New York State.



## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

1

PURCHASED FROM KUIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

L. W. FOS TR SPORTSWEAR CO.  
WESTMORELAND AND HANCOCK STS.  
PHILADELPHIA, PENNSYLVANIA

19140

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN PAR  
TURNS TO  
SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377, CHARLOTTE, N.C. 28232  
IF THIS STATEMENT DOES NOT AGREE WITH YOUR  
RECORDS, PLEASE NOTIFY SOUTHEASTERN FINANCIAL  
CORPORATION AT ONCE

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
-707690	10-15-4	03-01-75		INV		17,078.40		
-707691	10-15-4	03-01-75		INV		15,692.40		
-94457	10-15-4	03-01-75		INV		11,514.61		
-94458	10-15-4	03-01-75		INV		6,286.28		
-707851	10-18-4	03-01-75		INV		1,651.50		
-94469	10-18-4	03-01-75		INV		7,321.51		
-94471	10-18-4	03-01-75		INV		16,559.78		
-94473	10-18-4	03-01-75		INV		2,322.23		
-94474	10-18-4	03-01-75		INV		3,047.18		
-707924	10-24-4	03-01-75		INV		4,530.46		
-707866	11-01-4	03-01-75		INV		8,217.22		
-707868	11-01-4	03-01-75		INV		18,186.30		
-707869	11-01-4	03-01-75		INV		5,118.07		
PAST DUE TOTALS								

TRANSACTION TYPE  
BY - SERVICE  
CR - CREDIT MEMO  
BAC - DISCOUNT PARTICIPATION CLAIM  
CLB - CLAIM TOTAL LOSS ON POLICY  
FS - SUPPLY CONTRACT  
OP - OVER PAYMENT  
ADJ - ADJUSTMENT  
RE - RETURNED CHECK  
RA - GARN RECEIVED OR AFFIDAVIT

STATEMENT TOTAL  
CLIENT

\$

FORM SFC-925-D 3-25-74  
MSD-476 (REV.)

Exhibit "C"



## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

2

PURCHASED FROM KAIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

IF THIS STATEMENT DOES NOT AGREE WITH YOUR RECORDS PLEASE NOTIFY SOUTHEASTERN FINANCIAL CORPORATION AT ONCE

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
-707880	11-01-4	03-01-75		INV		25,152.60		
-708005	11-01-4	03-01-75		INV		2,409.07		
-708006	11-01-4	03-01-75		INV		6,834.60		
-708016	11-01-4	03-01-75		INV		3,185.60		
-94470	11-01-4	03-01-75		INV		3,096.68		
94687	11-12-4	01-11-75		INV	101.87			
-708169	11-14-4	03-01-75		INV		5,965.96		
-708170	11-14-4	01-13-75		INV	378.18			
-708171	11-14-4	01-13-75		INV	3,320.03			
708172	11-14-4	03-01-75		INV		10,225.38		
-708245	11-26-4	01-25-75		INV	471.03			
94808	11-27-4	01-26-75		INV	119.20			
95113	12-11-4	02-09-75		INV		72.00		
PAST DUE TOTALS								

TRANSACTION TYPE

INV - INVOICE      DP - DEBIT PAYMENT  
 CR - CREDIT MEMO      ADJ - ADJUSTMENT  
 B-E - BROUGHT INTO CREDIT CLAIM      RC - RETURNED CHECK  
 CR - CREDIT ALLOWED PRODUCT      RA - CLAIM RECEIVED BY ACCOUNT  
 RE - REFUND SHORTAGE

FORM SFC-525-D 3-25-74  
 MSD-478 (REV.)

STATEMENT TOTAL  
 CLIENT

\$

Exhibit "C"

## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

3

PURCHASED FROM KUIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL  
FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

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TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
95192	01-07-5	03-08-75		INV			10.21	
-708468	01-10-5	03-11-75		INV			3,213.54	
-708469	01-10-5	03-11-75		INV			4,913.70	
-708470	01-10-5	03-11-75		INV			12,664.22	
708471	01-10-5	03-11-75		INV			9,950.82	
-708473	01-10-5	03-11-75		INV			347.44	
-94534	01-10-5	03-11-75		INV 2			3,150.84	
95236	01-13-5	03-14-75		INV			34.48	
95262	01-16-5	03-17-75		INV			177.50	
95421	01-20-5	03-21-75		INV			1,517.08	
95414	01-21-5	03-22-75		INV			2,319.80	
-708531	01-24-5	03-25-75		INV			514.50	
-708532	01-24-5	03-25-75		INV			1,693.12	
PAST DUE TOTALS								

TRANSACTION TYPE  
 INV - INVOICE  
 CR - CREDIT MEMO  
 SAC - DISCOUNT/ANTICIPATION CLAIM  
 CLM - CLAIM/ALLOWED PRODUCT  
 RM - REMITTANCE SHORTAGE  
 SP - OVER PAYMENT  
 ADJ - ADJUSTMENT  
 RC - RETURNED CHECK  
 RA - CASH RECEIVED ON ACCOUNT

STATEMENT TOTAL  
CLIENT

\$

FORM SFC-825-D 3-25-74  
 MSD-478 (REV.)

Exhibit "C"

## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

4

PURCHASED FROM KUIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

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TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
708533	01-24-5	03-25-75		INV			12,862.41	
708534	01-24-5	03-25-75		INV			347.82	
708538	01-24-5	03-25-75		INV			1,567.73	
95356	01-24-5	03-25-75		INV			32.87	
95358	01-24-5	03-25-75		INV			29.30	
95359	01-24-5	03-25-75		INV			14.58	
95350	01-27-5	03-28-75		INV			231.75	
95314	01-28-5	03-29-75		INV			235.20	
-708561	01-29-5	03-30-75		INV			94.87	
-708563	01-29-5	03-30-75		INV			4,605.38	
708564	01-29-5	03-30-75		INV			3,188.24	
-708565	01-29-5	03-30-75		INV			15,140.72	
-708566	01-29-5	03-30-75		INV			2,156.66	
PAST DUE TOTALS								

TRANSACTION TYPE

INV - INVOICE  
CR - CREDIT MEMO  
DSC - DISCOUNT ANTICIPATION CLAIM  
CLM - CLAIM/ALLOWED CREDIT  
RE - REMITTANCE SHORTAGE

DP - OVER PAYMENT  
ADJ - ADJUSTMENT  
RC - RETURNED CHECK  
RA - SALES RECEIVED ON ACCOUNT

STATEMENT TOTAL  
CLIENT

\$

FORM SFC-525-D 3-25-74  
MSD-476 (REV.)

Exhibit "C"



## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO. 5

PURCHASED FROM KNIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

IF THIS STATEMENT DOES NOT AGREE WITH YOUR RECORDS PLEASE NOTIFY SOUTHEASTERN FINANCIAL CORPORATION AT ONCE.

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
-95283	01-29-5	03-30-75		INV			1,212.64	
-708586	01-30-5	03-31-75		INV			9,175.74	
-708527	01-30-5	03-31-75		INV			5,252.94	
-95285	01-30-5	03-31-75		INV			6,872.04	
95299	01-30-5	03-31-75		INV			11.99	
-708592	01-31-5	04-01-75	47000	INV			9,841.26	
-708593	01-31-5	04-01-75	47000	INV			3,503.06	
-708594	01-31-5	04-01-75	47000	INV			8,221.44	
-708596	01-31-5	04-01-75	47000	INV			2,126.32	
-708597	01-31-5	04-01-75	47000	INV			6,404.58	
-708598	01-31-5	04-01-75	47000	INV			2,024.68	
-708599	01-31-5	04-01-75	47000	INV			3,608.99	
-708600	01-31-5	04-01-75	47000	INV			130.79	
FAST DUE TOTALS								

TRANSACTION TYPE			
INV - INVOICE	DP - OVER PAYMENT		
CR - CREDIT MEMO	AD - ADJUSTMENT		
SC - DISCOUNT ANTICIPATION CLAIM	RC - RETURNED CHECK		
CLM - CLAIM/ISSUED/DEDUCT	RA - CASH RECEIVED BY ACCOUNT		
RE - REMITTANCE SHORTAGE			

FORM SFC-925-D 3-25-74  
MSD-478 (REV.)

STATEMENT TOTAL  
CLIENT

\$

Exhibit "C"

## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

6

PURCHASED FROM (NIT-AWAY (4WD)

CUSTOMER NUMBER 0722-084 1938

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL  
FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

IF THIS STATEMENT DOES NOT AGREE WITH YOUR  
RECORDS PLEASE NOTIFY SOUTHEASTERN FINANCIAL  
CORPORATION AT ONCE.

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
708601	01-31-5	04-01-75	47000	INV			914.19	
-708605	01-31-5	04-01-75	47000	INV			525.00	
-708607	01-31-5	04-01-75	4700	INV			2,741.86	
708608	01-31-5	04-01-75	47000	INV			3,257.62	
708609	01-31-5	04-01-75	47000	INV			5,907.66	
-708611	01-31-5	04-01-75		INV			3,384.54	
708612	01-31-5	04-01-75		INV			528.04	
-95285	01-31-5	04-01-75		INV			2,354.00	
-95286	01-31-5	04-01-75		INV			1,171.32	
-95287	01-31-5	04-01-75		INV			2,763.42	
95288	01-31-5	04-01-75		INV			2,131.58	
-95293	01-31-5	04-01-75	47000	INV			8,190.82	
-95296	01-31-5	04-01-75		INV			5,019.42	
PAST DUE TOTALS								

TRANSACTION TYPE  
 INV - INVOICE  
 CR - CREDIT MEMO  
 RAC - DISCOUNT REINVESTMENT CLAIM  
 RLB - CLAIM/CEILING/OTHER DEPOSIT  
 SB - REMITTANCE SHORTAGE  
 OP - OVER PAYMENT  
 ADJ - ADJUSTMENT  
 RC - RETURNED CHECK  
 BA - BANK RECEIVED ON ACCOUNT

FORM SFC-925-D 3-25-74  
 MSD-678 (REV.)

STATEMENT TOTAL  
 CLIENT

\$

Exhibit "C"

## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

7

PURCHASED FROM KUIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL  
FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

IF THIS STATEMENT DOES NOT AGREE WITH YOUR  
RECORDS PLEASE NOTIFY SOUTHEASTERN FINANCIAL  
CORPORATION AT ONCE.

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
95297	01-31-5	04-01-75		INV			1,553.44	
95453	02-02-5	04-03-75		INV				11.99
95455	02-02-5	04-03-75		INV				16.38
95457	02-03-5	04-04-75		INV				90.19
95463	02-03-5	04-04-75		INV				12.62
95487	02-04-5	04-05-75		INV				527.08
95497	02-06-5	04-07-75		INV				105.60
95501	02-06-5	04-07-75		INV				13.49
95510	02-07-5	04-08-75		INV				132.00
708676	02-10-5	04-11-75		INV				3,826.06
95518	02-10-5	04-11-75		INV				1,052.61
95519	02-10-5	04-11-75		INV				8,850.08
95520	02-10-5	04-11-75		INV				603.40
PAST DUE TOTALS								

TRANSACTION TYPE  
 BV - SERVICE  
 CR - CREDIT MEMO  
 SLC - SECURITY INTEREST CLAIM  
 CLM - CLAIM/ALLOWED DISCOUNT  
 RM - REMITTANCE IMPROVEMENT  
 DP - OVER PAYMENT  
 ADJ - ADJUSTMENT  
 RC - RETURNED CHECK  
 RA - CASH RECEIVED BY ACCOUNT

STATEMENT TOTAL  
CLIENT

\$

FORM SFC-525-D 3-25-74  
MSD-478 (REV.)

Exhibit "C"



## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

8

PURCHASED FROM (WIT-AWAY (MWD))

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL  
FUNDS TO

SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

IF THIS STATEMENT DOES NOT AGREE WITH YOUR  
RECORDS PLEASE NOTIFY SOUTHEASTERN FINANCIAL  
CORPORATION AT ONCE.

TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31	1 - 30	
95545	02-10-5	04-11-75		INV				6.13
95546	02-10-5	04-11-75		INV				10.49
95586	02-12-5	04-13-75		INV				100.80
95568	02-13-5	04-14-75		INV				20.44
95571	02-13-5	04-14-75		INV				22.94
95573	02-13-5	04-14-75		INV				128.10
95574	02-13-5	04-14-75		INV				88.20
95575	02-13-5	04-14-75		INV				101.52
95623	02-18-5	04-19-75		INV				232.22
95624	02-18-5	04-19-75		INV				124.00
95635	02-19-5	04-20-75		INV				734.76
95657	02-20-5	04-21-75		INV				100.00
95672	02-23-5	04-24-75		INV				122.00
PAST DUE TOTALS								

TRANSACTION TYPE  
 INV - INVOICE  
 CR - CREDIT MEMO  
 DAE - DISCOUNT ANTICIPATION CLAIM  
 CLM - CLAIMINGALLY-PROD DISCOUNT  
 RE - REMITTANCE SHORTAGE  
 DP - OVER PAYMENT  
 ADJ - ADJUSTMENT  
 RC - RETURNED CHECK  
 RA - CASH RECEIVED ON ACCOUNT

FORM SFC-525-D 3-25-74  
 MSD-478 (REV.)

STATEMENT TOTAL  
 CLIENT

\$

Exhibit "C"

## SOUTHEASTERN FINANCIAL CORPORATION

P.O. BOX 1377

CHARLOTTE, N.C. 28232

STATEMENT DATE 04-01-75

## STATEMENT

PAGE NO.

9

PURCHASED FROM KAIT-AWAY (MWD)

CUSTOMER NUMBER 0722-084 1908

INVOICES COVERED BY THIS STATEMENT HAVE BEEN  
ASSIGNED TO, ARE OWNED BY, AND ARE PAYABLE IN FULL  
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SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 1377 CHARLOTTE, N.C. 28232

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TO INSURE PROPER CREDIT SHOW VENDOR'S NAME AND INVOICE NUMBER(S) OR RETURN COPY OF THIS STATEMENT.

INVOICE/REFER.		DUE DATE	STORE NUMBER	TRANS. TYPE	PAST DUE			CURRENT
NUMBER	DATE				OVER 60	31 - 60	1 - 30	
95673	02-23-5	04-24-75		INV				120.00
95684	02-25-5	04-26-75		INV				45.57
95716	02-26-5	04-27-75		INV				130.00
708938	03-07-5	05-06-75		INV				3,550.51
95736	03-07-5	05-06-75		INV				518.58
PAST DUE TOTALS					4,390.31	174,457.83	179,844.20	

TRANSACTION TYPE  
 INV - INVOICE  
 ADJ - ADJUSTMENT  
 SAC - SHORTAGE (ARTICULATED CLAIM)  
 RE - RETURNED CHECK  
 CLN - CLAIMS/LOST/DEFECT  
 RA - CASH RECEIVED ON ACCOUNT  
 DE - DEBIT

FORM SFC-525-D 3-25-74  
 MSD-478 (REV.)

STATEMENT TOTAL  
 CLIENT

\$ 380,100.15

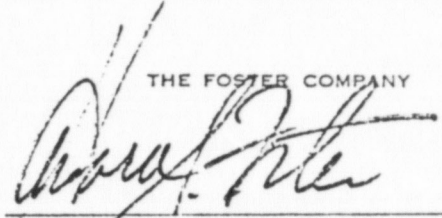
Exhibit "C"

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
Attached	Schedules:	<u>RE: Knit-Away, Inc.</u>				
	A & B	Invoices Total				\$ 377,877.87
	A & B	Less Returns	539,247.18			
	A & B	Less Non-receipts	1,409.98			
	A & B	Less Freight (samples)	423.40			
	A & B	Less 20% allowance for short rolls and light goods	58,526.31			
			<u>99,612.39</u>			
						99,612.39
	C	Less loss on merchandise				\$ 278,265.48
		Less Check #17815 dated 4/3/75				- 221,764.00
						= 11,541.35
		Balance Due				44,960.13

DETACH AND RETAIN THIS STATEMENT

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE

IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RET. PT. DESIRED

<b>THE FOSTER COMPANY</b> HANCOCK & WESTMORELAND STREETS PHILADELPHIA, PA. 19140		N <sup>o</sup> 17902
April 16, 19 75		60-117/310
<b>ENCLOSURE 4496040 13 CTS</b>		\$ 44,960.13
PAY TO THE ORDER OF		
Southeastern Financial Corp. P. O. Box #1377 Charlotte, N. C. 28201 Attn: Perry Hogue		THE FOSTER COMPANY 
⑆0310⑆0117⑆ ⑈99⑈1⑈267⑈6⑈		

 CONTINENTAL  
 BANK  
 PHILADELPHIA, PENNSYLVANIA

Exhibit "D"



Endorsement of this check  
constitutes payment in full of  
all claims of Kint-Away, Inc.  
against L.W. Foster Sportswear  
Co., Inc., arising from shipments  
represented by invoices and  
credit memos attached.

REGISTERED MAIL RETURN  
RECEIPT REQUESTED

April 21, 1975

Mr. Howard Foster  
L.W. Foster Company  
Hancock & Westmoreland Sts.  
Philadelphia, Pa.

Dear Sonny,

We are accepting your check #17902 dated April 16, 1975 in the sum of \$44,960.13 under protest and without prejudice to our right to recover all sums due us.

Very truly yours,

KNIT-AWAY INC.

Larry McDonald  
LM/em

M. Healy  
L. McCullom  
B. Schroeder  
S.F.C.

REGISTERED NO. 529695	
Value \$ <i>LM</i>	Special Delivery \$
Reg. Fee \$ <i>95</i>	Return Receipt \$ <i>14</i>
Handling Charge \$	Restricted Delivery \$
Postage \$ <i>10</i>	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) <i>ay</i>	
FROM	
TO	

POSTMARK OF

MAILING OFFICE

GPO 1974-35543

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)

(Add what charges required for these services)

☐ Show to whom, date and address where delivered☐ Deliver ONLY to addressee

## RECEIPT

Received the numbered article described below

REGISTERED NO. <b>529695</b>	SIGNATURE OF ADDRESSEE (Must be signed by addressee)
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
POSTED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED <b>APR 21 1975</b>	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Exhibit "E"

# Knit-Away, Inc.

TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO

L. W. FOSTER CO.  
HAWCOCK & WESTBORLAND ST.  
PHILADELPHIA, PA.

0047000

SHIP  
TO

L. W. FOSTER CO.  
HAWCOCK & WESTBORLAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

**SOUTHEASTERN FINANCIAL CORPORATION**  
P. O. BOX 1275 CHASE, N.C. 28011

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

NO RETURNS WITHOUT AUTHORIZATION

707690

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/60 NET	006261-01		CHUCK MERINA		1/12/61
707690		001575 000	1049	20	1068.8
707690		001575 000	2019	75	4050.8
707690		001575 000	3199	30	1526.1
707690		001575 000	7029	18	944.7
TOTAL-YDS					7590.40
GRT DUE					17078.40

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



**Knit-Away, Inc.**

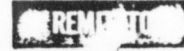
TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO

L. N. FOSTER CO.  
HANGCOCK & WESTBORLAND ST.  
PHILADELPHIA, PA.

0047000

SHIP  
TO

L. N. FOSTER CO.  
HANGCOCK & WESTBORLAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHEASTERN FINANCIAL CORPORATION**  
P. O. BOX 1000, RAEFORD, N.C. 28376  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

NO RETURNS WITHOUT AUTHORIZATION

707.74

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY			SHIP VIA	DATE	
1/10	206261-02				CLIFF PERKINS 10				10/15/74	
707691		001575	000	2015			75	3868.9	2.250	8705.02
707691		001575	000	2247			26	1402.5	2.250	3155.82
707691		001575	000	3199			4	206.8	2.250	465.30
707691		001575	000	5103			6	310.8	2.250	699.30
707691		001575	000	9001			23	1185.4	2.250	2647.15
TOTAL-YDS									6974.40	
AMT DUE									15692.40	

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

**Knit-Away, Inc.**

TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO:L. W. FOSTER CO  
HUNCOCK & WESTMORELAND ST  
PHILADELPHIA, PSHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHEASTERN FINANCIAL CORPORATION**  
 P. O. BOX 1377, ATLANTA, GA 30301  
 TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
 MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

94.457

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, net 30	206261-82	NONE	HENNIS	10-15-74	
707- 798	1575 1575 1575 1575		10 318 21 410 18 7077 50 7029	547.60 1,053.20 954.50 2,562.30	1.25 2.25 2.25 2.25
L					11,514.61

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
 Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



# Knit-Away, Inc.

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO

L W FOSTER CO  
HANCOCK & WESTMORLAND ST  
PHILADELPHIA, PA

SHIP  
TO

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION

1200 BOWEN ST. CHICAGO, ILL. 60604

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

94,458

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, N/60	206261-01	NONE	01	HOB'S	10-15-74
707- 797 L	1575 1575		22 7072 31 2227029	1,350.10 1,643.80	2.25 2.25
					7,587.73 - 3,688.55 6,286.28

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

SOLD  
TO:L W FOSTER CO  
HANCOC 5 WESTMORELAND ST  
PHILADELPHIA, PASHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION

P. O. BOX 1000 CHARGE

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

94,469

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, 1/60	206261-02	NONE	HEWITT		10-18-74
707-867	1575		6 2015	310.50	2.25
	1575		26 3199	1,371.40	2.25
	1575		31 2247	1,572.10	2.25
					698.63
					3,085.65
					3,537.23
					7,321.51

NO RETURNS WITHOUT AUTHORIZATION

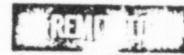
Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

**Knit-Away, Inc.**

TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TOL S FOSTER CO  
HANCOCK & WESTMORELAND CO  
PHILADELPHIA, PASHIP  
TO

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN BANK, PHOENIX, ARIZONA  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

94,471

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE	
1/10,N/60	6261-03	NONE	Wentz	WENTZ	10-19-74	
20809	1575		80 2015	4,053.80	2.25	9,121.05
	1575		47 87029	2,481.70	2.25	5,583.23
L	1575		15 9001	824.46	2.25	1,254.06
						16,559.78

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



**Knit-Away, Inc.**

TRIPPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO:L. W. FOSTER CO.  
HANCECK & WESTMORELAND ST.  
PHILADELPHIA, PA.

0047000

REMIT TO

SHIP  
TO:E. W. FOSTER CO.  
HANCECK & WESTMORELAND ST.  
PHILADELPHIA, PA.THIS ACCOUNT IS ASSIGNED TO. IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN NATIONAL BANK  
P. O. BOX 100, RAEFORD, N. C. 28376  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

707924

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY	SHIP V/A	DATE
1/10 NET 60	206540-01				CHUCK HERINA 119		
707924		001575	000	1219		2	107.0
707924		001575	000	3198		20	1023.5
707924		001575	000	4134		18	928.8
						TOTAL-YDS	2059.30
						AMT DUE	4510.46

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



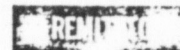
**Knit-Away, Inc.**

TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO:L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

0067100

SHIP  
TO:L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION  
P. O. BOX 1000 PHILADELPHIA, PA. 19106TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

707860

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY			SHIP VIA		DATE
1/10 NET 800	206540-01				CHUCK MERINA 11					11-1-74
707860		001575	000	1219			17	845.1	2.200	1967.22
707860		001575	000	3198			40	2103.8	2.200	4620.36
707860		001575	000	3198			14	736.2	2.200	1619.64
TOTAL-YDS									3735.10	
A/T DUE									8217.22	

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

SOLD  
TO:L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

0047806

SHIP  
TO:L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN FINANCIAL CORPORATION  
P. O. BOX 97 CHARLOTTE, N.C. 28201  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

707868

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY			SHIP VIA		DATE
1/10 NET 60	206261-03				CHUCK HERINA					11-1-74
707868		001575	000	1049			20	1076.3	2.250	2422.12
707868		001575	000	2247			60	3128.6	2.250	7089.35
707868		001575	000	3148			10	529.8	2.250	1192.05
707868		001575	000	3199			31	1619.4	2.250	3643.65
707868		001575	000	5103			14	718.4	2.250	1616.40
707868		001575	000	7072			20	1010.1	2.250	2272.72
TOTAL-YDS									2012.60	
ANT. FEE									1-117.10	

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

# Knit-Away, Inc.

TRIPLICATE INVOICE

P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO:

L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK E WESTMORELAND ST  
PHILADELPHIA, PA

0047000

SHIP  
TO:

L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK E WESTMORELAND ST  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN FINANCIAL CORPORATION  
P.O. BOX 10000, JACKSONVILLE, FL 32210  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
F/10 NET 60	206261-04		CHUCK HERINA 10		12/11/77
707847		001575 000 9001	41	2274.7 2.250	5118.07
TOTAL-YDS AMT DUE					2274.70 5118.07

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



# Knit-Away, Inc.

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:

L. W. FOSTER CO.  
HANCOCK & WESTERLAND ST.  
PHILADELPHIA, PA.

0047000

SHIP  
TO:

L. W. FOSTER CO.  
HANCOCK & WESTERLAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN FINANCIAL CORPORATION  
P. O. BOX 1000 CHARLOTTE, N. C. 28201  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 60	208540-01		CHUCK HERINA 101		11-1-74
707880		001575 000	2247	65	3505.2
707880		001575 000	2247	14	765.7
707880		001575 000	7072	41	2202.8
707880		001575 000	7072	42	2207.6
707880		001575 000	9001	24	1329.9
707880		001575 000	9001	26	1421.8
				TOTAL - YDS	11433.00
				AMT DUE	25152.60

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

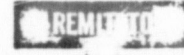
**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047600

SHIP  
TO:L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHEASTERN FINANCIAL CORPORATION**  
 1200 BOWEN ST. CHARLOTTE, N.C. 28203  
 TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
 MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

708006

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY	SHIP VIA	DATE
1/10	206261-04				CHUCK HERINA 108	Bennie	11-01-77
708008		001575	000	7072	20	1069.1	2.250
708006		001575	000	9001	37	1968.5	2.250
TOTAL-YDS							3037.60
AMT DUE							6834.60

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
 Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



TRIPLICATE INVOICE  
P. O. Box 740, Raeford, North Carolina 28376

L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

0047000

\* REMIT TO \*

L. N. FOSTER CO.  
HANCOCK & WESTPORTLAND ST.  
PHILADELPHIA, PA.

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR OF ANY KIND.

**NO ANTICIPATION ALLOWED**

708169

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET60	206548-01		CHUCK HERINA 11/17/74		11/14/74
708169		001575	000	2247	
				53	2711.8
					2.200
					5965.96
					TOTAL-YDS AMT DUE
					2711.20 5965.96

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



# Knit-Away, Inc.

TRIPLICATE INVOICE  
P. O. Box 740, Reelford, North Carolina 28376

SOLD  
TO:

L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047000



SHIP  
TO:

CONTACT C GLANTZOW  
FOR INSTRUCTIONS

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN NATIONAL BANK  
P. O. BOX 371, RICHMOND, VA 23211  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

NO RETURNS WITHOUT AUTHORIZATION

768171

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY			SHIP VIA	DATE	
1/10 NET 60	206544-01				CHUCK HERINA 108				11-11-74	
708171		001873	000	1089			2	118.1	1.825	215.53
708171		001873	000	3150			9	582.5	1.925	1063.06
708171		001873	000	7072			18	1049.6	1.825	1915.52
708171		001873	000	7072			1	69.0	1.825	125.92
TOTAL-YDS									1819.20	
AMT DUE									3320.03	

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

Exhibit "F" to Petition

**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

SOLD  
TOL W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047000

SHIP  
TOCONTACT C GLANTZOW  
FOR INSTRUCTIONS

THIS ACCOUNT IS ASSIGNED TO IS OWNED BY AND IS PAYABLE TO  
 SOUTHERN FINANCIAL CORPORATION  
 P. O. BOX 100000  
 JACKSONVILLE, FLORIDA 32201  
 TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
 MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

708172

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY	SHIP VIA	DATE
1/10 NET 60	206545-01				CHUCK HERINA	Alma	11-11-74
708172		001575	000	2015	48	2494.9	2.200
708172		001575	000	7072	41	2153.0	2.200
						TOTAL-YDS	4647.90
						AMT DUE	16225.38

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
 Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



61a

TRIPLICATE INVOICE  
P. O. Box 740, Raeford, North Carolina 28376

L W FOSTER CO  
ATTN: MR CHARLES GLANTZOW  
BANCROFT & WESTMORELAND ST  
PHILADELPHIA, PA

0047000

L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCECK & WESTACRELAND ST  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

**SOUTHEASTERN FINANCIAL CORPORATION**

120 BOX 37 ALBERTA 4/21

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

**NO ANTICIPATION ALLOWED**

708468

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



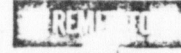
**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L B FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047000

SHIP  
TO:L B FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHERN BANK

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY

MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

NO RETURNS WITHOUT AUTHORIZATION

708469

TERMS	ORDER NO.	CUSTOMER NO.			SOLD BY	SHIP VIA	DATE		
1/10 NET 60	206543-00				CHUCK HERINA	108	1/10/95		
708469		001850	999	0021	26	1807.4	2.200	3976.28	
708469		008850	999	0032	3	216.8	2.200	476.96	
708469		001850	999	0072	3	209.3	2.280	460.46	
TOTAL-YDS								2233.50	
AMT DUE								4913.70	

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

SOLD  
TO:L W FOSTER CO  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

00470001

SHIP  
TO:CONTACT C CLANTZOW  
FOR INSTRUCTIONS

REMITTANCE

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION

P. O. BOX 9000, WILMINGTON, DE 19809

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 160	206544-01		CLANTZOW, INC.	Home	11/1/85
708470		001873 000	2015	32	2074.8
708470		001873 000	2247	1	59.8
708470		001873 000	3148	5	325.3
708470		001873 000	3150	8	529.6
708470		001873 000	6002	18	1171.0
708470		001873 000	7029	22	1452.0
708470		001873 000	9001	22	1327.4
				TOTAL-YDS	6909.36
				AMT DUE	82664.22

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission

Exhibit "F"



**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HARBOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047000

REMIT TO

SHIP  
TO:CONTACT C GLANTZOW  
FOR INSTRUCTIONS

THIS ACCOUNT IS ASSIGNED TO AND IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN BUSINESS CORPORATION  
P. O. BOX 740, RAEFORD, N. C. 28376TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

708471

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 60	206545-01		CHUCK H. LINA		11/10/75
708471	001575	000	1049	4	282.2
708471	001575	000	1089	2	92.4
708471	001575	000	2015	5	237.2
708471	001575	000	2247	18	1033.4
708471	001575	000	3148	7	410.6
708471	001575	000	4108	8	426.2
708471	001575	000	7029	11	622.0
708471	001575	000	9001	23	1421.0
TOTAL-YDS					4523.10
AMT DUE					9950.82

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



## Exhibit "F" to Petition

ORIGINAL INVOICE

P.O. Box 740, Raeford, North Carolina 28376

KNIT-AWAY, INC.

SOLD TO: L W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
FANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

CC47000

SHIP TO: CONTACT C GLANTZOW  
FOR INSTRUCTIONS

REMIT TO

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHEASTERN FINANCIAL CORPORATION**  
P.O. BOX 1377 CHARLOTTE N.C. 28201  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

708533

TERMS	ORDER NO.	CUSTOMER NO.	SHIPPED BY	SHIP VIA	DATE			
1/10 N/100 200544-01			CHUCK RESINA	Sherris	1/24/75			
SHIPPING MEMO	YOUR STYLE NO.	MALE STYLE NO.	TO PILES	COLOR	YDS	PRICE PER YD	TOTAL	
708533		001873 000	2015	23-1714.9	34	2330.8	1.825	4253.71
708533		001873 000	3142	6-112.1	7	489.9	1.825	894.06
708533		001873 000	3150	15-252.2	16	1057.6	1.825	1930.12
708533		001873 000	6002	5-211.1	15	914.9	1.825	1669.69
708533		001873 000	7029	16-112.2	18	1320.4	1.825	2409.73
708533		001873 000	7072	13-734.3	13	934.3	1.825	1705.09
				93-6136.4				

Accounts Payable

Date 1/28

Posted

Receiving No.

9463

Order No.

TOTAL-YDS  
AMT DUE

7047.90  
12662.41

TIC

r, the  
arges

NO RETURN WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

TRIPPLICATE INVOICE

CE4706

CONTACT C ELANTZOW  
FOR INSTRUCTIONS

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHERN BANK, 1000 BROADWAY, NEW YORK, N. Y.  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

706-41

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE		
1/10 NET60	ZOC-44-01		SHUCK AR IN 198	12.1.75	1-75		
708563		001873 CCO	2247	15	1023.0	1.825	1866.97
708563		001873 CCO	7029	11	754.0	1.825	1371.0
708563		001873 CCO	0001	11	748.5	1.825	1362.3
						TOTAL-YCS	2523.00
						AMT DUE	4885.18

Exhibit "F"



TRIPPLICATE INVOICE

CO 47 CB

THIS ACCOUNT IS ASSIGNED TO IS OWNED BY AND IS PAYABLE TO  
SOUTHERN NATIONAL BANK  
MEMPHIS, TENN.  
TO WHOM NOTICE MUST BE GIVEN OF ANY DISCREPANCY OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

705564

中国出版集团  
商务印书馆

Exhibit "F"



TRIPPLICATE INVOICE

CG47260

PAGE 50P OF ALL'S (END)

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

**NO ANTICIPATION ALLOWED**

708565

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE		
1/10 NET60	2860-09		CHUCK H. NA 108	Kemper	7-1-72		
708565	091873	000	1044	16	124.8	1.400	1745.6
708565	091873	000	2018	88	4176.5	1.400	5847.1
708565	091873	000	8187	14	1001.6	1.400	1462.24
768565	091873	000	6602	25	1930.1	1.400	2762.14
708565	091873	000	7072	88	3450.7	1.400	3463.08
TOTAL-VDS							10814.80
AMI DUE							1714.72

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

TRIPPLICATE INVOICE

SOLD  
TO:

004700

SHIP  
TO:

CI CI MFG. CO.  
RT. 51  
HALLS, TENN.

THIS ACCOUNT IS ASSIGNED TO, IS OWED BY AND IS PAYABLE TO  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

NO RETURNS WITHOUT AUTHORIZATION

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE		
UDWU WRB	0210 NET6C 7		CHUCK HERMAN				
700586	001857	000	2015	42	289.7	1.400	406
700586	001857	000	2177	5	345.3	1.400	497.42
700586	001857	000	.002	18	1845.7	1.400	1463.04
700586	001857	000	7029	19	1866.8	1.400	1777.40
700586	001857	000	7072	14	491.4	1.400	1357.96
					TOTAL - YDS		4194.10
					AMT DUE		175.74

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



P. O. Box 740, Raeford, North Carolina 28376

  
 國立醫藥圖書館  
 圖書部

SOLD  
TO

L N FOSTER CO  
ATTN MR CHARLES GLANTZIN  
HARCOCK E WESTMORELAND ST  
PHILADELPHIA, PA

6647000

SHIP  
TO:

01 01 800. 00.  
01. 91  
BALLS, TENN.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

709.47

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET60	206608-01		CHUCK HERINA FOR	4	1-30-75
10.587		091873 000 7029		50 2752.1	1.480 5252.94
				TOTAL-YDS AMI DUE	3702.10 5252.94

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Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L.W. FOSTER  
HANCOCK & WESTMORELAND  
PHILADELPHIA, PASHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHERN FINANCIAL CORPORATION**  
 P. O. BOX 10000, JACKSONVILLE, FLA. 32210  
 TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
 MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
	6542		//		95-225
21250 GG	1850-764		16 ASSORTED	1,070.00	2.20
					2,354.50
					2,354.00

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
 Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

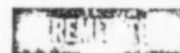
**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

MMVB  
RR 17SOLD  
TOL W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

0047.00

SHIP  
TOL W FOSTER CO  
HANCOCK AND WESTMORELAND  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
 SOUTHERN NATIONAL BANK OF NEW YORK  
 100 N. 4TH ST. NEW YORK, N.Y. 10012  
 TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
 MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.		SOLD BY		SHIP VIA		76	DATE
								HC	1-3-75
708592		001850	762	0031		1	70.0	2.200	14.00
708592		001850	762	0031		29	210.7	2.200	408.14
708592		001850	762	0031		4	50.6	2.200	551.32
708592		001850	764	0031		1	69.7	2.200	152.08
708592		001850	764	0032		29	1979.6	2.200	4335.12
							TOTAL-YDS		4473.30
							AMT DUE		933.29

MMVB  
RR 17

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
 Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



P. O. Box 740, Raeford, North Carolina 28376

謝 謝 謝  
張 氏 氏 氏

SOLD  
TO

2 W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

DE 47-66

SHIP  
TO

L W FOSTER CO  
HARRISBURG AND WESTERLAND  
PUNLA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF AN  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

**NO RETURNS WITHOUT AUTHORIZATION**

768.92

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET60	208343-00		CHUCK HR INA 10%		1-31-75
708593	001850	999	0021	4	1-1 2.200 57.80
708593	001836	999	0032	5	338.8 2.200 745.46
708593	001850	999	0012	15	992.2 2.200 2167.86
					TOTAL-YES 4512.06 AMT DUE 3502.06

圖書部  
 總務部

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



TRIPLICATE INVOICE

0047 00

Low 7 ft.  
Low 1 ft. 2 in. to 1 ft. 4 in.  
Low 1 ft. 2 in. to 1 ft. 4 in.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHERN BANK TRUST COMPANY  
P. O. BOX 100, SHALLOO, ILL. 60429  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

**NO ANTICIPATION ALLOWED**

解題秘訣  
圖文對照

Exhibit "F"

# Knit-Away, Inc.

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

DEB  
WEESOLD  
TO

I. N. FOSTER CO  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

6047000

SHIP  
TO

RT 51

HALLS, 781-11

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SUNSHINE TEXTILE CORPORATION  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

708587

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 100	206605-11		CHUCK HERINA 105		11/31/75
788597		001805 000	2015	32	2157.0 1.900 3019.0
788597		001805 000	7021	9	591.4 1.900 822.96
788597		001805 000	7072	28	1026.3 1.400 2556.82
TOTAL-YDS					4574.70
AMT DUE					6484.58

DEB  
WEE

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



P. O. Box 740, Reelford, North Carolina 28376

11111111  
 11111111

L N FOSTER CO  
ATTN MR CHARLES GLANTZOW  
PHILADELPHIA, PARELAND ST

004700

L W FASTER CO  
HANCOCK AND WESTMORLAND  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHERN BELL TELEPHONE COMPANY  
P. O. BOX 30000, MEMPHIS, TENN. 38168  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

708599

TERMS	ORDER NO.	CUSTOMER NO.		SOLD BY		SHIP VIA	DATE	
1/10 NET66	706672-00			CHUCK HERINA 108			1-31-75	
708599	001555	000	2111		4	238.6	2.150	782.24
708599	001555	000	8072		2	165.5	2.150	351.52
708599	001555	000	6874		3	211.1	2.150	454.51
708599	001555	000	7228		3	175.0	2.150	374.25
708599	001555	000	7230		14	295.1	2.150	1924.46
						TOTAL-YDS		1678.80
						AMT DUE		3608.99

Exhibit "F"



## Exhibit "F" to Petition

Note: Copy illegible due to poor quality of copy provided for printing.

**Knit-Away, Inc.** P. O. Box 740, Raeford, North Carolina 28376

SOLD  
TO

L. W. FOSTER CO 7000  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

SHIP  
TO

CONTACT C CLANTZOW  
FOR INSTRUCTIONS

PAID TO

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
**SOUTHEASTERN MANUFACTURING CORPORATION**  
P. O. BOX 740, RAEFORD, N. C. 28376  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

709,600

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY				SHIP VIA	DATE
			HERINA				HENNI'S	1-31-75
QUANTITY	UNIT PRICE	AMOUNT	TAX	DISC	NET	TERMS	DATE	AMOUNT
70 -								
6	1 73 000				7 2217			914.14
75	1 73 000				19 9936		10	2,343.48
								1.825
								1.825
								3,277.68
<p>Accounting Posted <i>QY</i></p> <p>Date <i>4/2</i> No. <i>42</i> Order No. _____</p>								

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPPLICATE INVOICE

SOLD  
TO:L. W. FOSTER CO 0047000  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PA

REMOVED

SHIP  
TO:L. W. Foster  
CONTACT C GLANTZOW  
FOR INSTRUCTIONS  
H. 1001 Westmoreland St.  
Phila., PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION

P. O. BOX 277 RAEFORD, N. C. 28376

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

708,409

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/18, N/68	20654504		H. 1001	H. 1001	1-17
708..	1575				
609	1775				
0J					
		2 1089	110.28	2.20	.243.76
		43 7079	2,574.50	2.20	5,663.90
					5,907.66

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

# Knit-Away, Inc.

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L. V. FOSTER CO  
PHILADELPHIA, PASHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO  
SOUTHEASTERN FINANCIAL CORPORATION  
P. O. BOX 1000 PHILADELPHIA, PA 19106  
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

748,611

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, N/60	2662280		Heine	Heine	1-31-75
708- 611 DJ	1555 000 1555 000 1555 000		7 2171 8 6079 10 7230	383.10 521.00 670.10	2.15 2.15 2.15
					823.67 1,126.15 1,440.77 3,384.54

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"



**Knit-Away, Inc.**TRIPLICATE INVOICE  
P. O. Box 740, Raeford, North Carolina 28376SOLD  
TO:LW FOSTER CO 47000  
ATTN MR CHARLES CLANTON  
HANCOCK 2 WEST MORELAND ST  
PHILADELPHIA, PASHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION

P. O. BOX 10000, JACKSONVILLE, FL 32200

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

95,293

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, N/10	20654200	NONE	HEMUIS		1-31-75
708 -					
606	1858-064		28 31	1,689.00	2.20 3,539.80
	1850 964		15 62	1,380.40	2.20 3,036.72
CG	1850 964		11 71	789.70	2.20 1,614.14
					8,190.82

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

**Knit-Away, Inc.**TRIPLICATE INVOICE  
P. O. Box 740, Raeford, North Carolina 28376SOLD  
TO:LW FOSTER CO  
MANCOCK  
8 WESTMORELAND  
PHILADELPHIA, PA.SHIP  
TO:GIGI MFG CO  
RT 51  
MALLIS, TENN.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHERN TRUST COMPANY

P. O. BOX 10000, MEMPHIS, TENN. 38108

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

95,296

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
NET 60	6605-01	1011	11	TRINISTON	1-31-75
21253-1265 CG			55 ASSORTED 3,585.30	1.40	5,019.42
					5,019.42

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

TRIPPLICATE INVOICE

P.O. Box 740, Raeford, North Carolina 28376

0260000

SHIP  
TO L W FOSTER CO  
ATTN MR CHARLES CLANTZOW  
HANCOCK & WESTMORELAND STS  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHERN - NATION 10-10-70  
P. 6. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO ANTICIPATION ALLOWED

707676

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE		
1/10 NET 60 207065-00			CHUCK HERING	10/1/75	2/10/75		
001873	000	2815		3	203.5	1.406	294.90
001873	000	3150		12	834.0	1.400	1167.66
001873	000	9015		20	1439.1	1.400	2014.74
001873	000	9036		4	256.3	1.400	358.82
TOTAL-YDS					2732.90		
ANT ELE					3826.06		

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

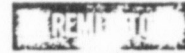
Exhibit "F"



**Knit-Away, Inc.**

P. O. Box 740, Raeford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:L. V. FOSTER CO  
ATTN: MR CHARLES GLANTZOR  
HANCOCK & WESTMORELAND ST  
PHILADELPHIA, PASHIP  
TO:

SAME

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHERN FINANCIAL CORPORATION

P. O. BOX 137, NEW YORK, N. Y. 10001

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY  
MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

95,517

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10, N/CO	7066-60		HENNIS	2-10-75	
7081 677 L.	1575 1575		48 9001 26 4102	2,986.10 1,552.40	1.95 1.95
					5,822.00 8,027.12 8,350.08

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

## PATRICIAN FABRICS

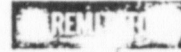
Division of  
KNIT-AWAY, INC.

## TRIPLICATE INVOICE

P.O. Box 740, Raeford, North Carolina 28376

SOLD  
TOL W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND STS  
PHILADELPHIA, PA

0260000

SHIP  
TOL W FOSTER CO  
ATTN MR CHARLES GLANTZOW  
HANCOCK & WESTMORELAND STS  
PHILADELPHIA, PA

THIS ACCOUNT IS ASSIGNED TO. IS OWNED BY AND IS PAYABLE TO
<b>SOUTHEASTERN BANK</b>
1200 BROADWAY, NEW YORK, N.Y. 10004
TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY MERCHANDISE RETURNS OR CLAIMS OF ANY KIND.

NO ANTICIPATION ALLOWED

708938

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 60 207074-00			CHUCK HERINA 104		
708938	001555 000	2171	12	793.6	2.150
708938	001555 000	7230	13	957.8	2.150
TOTAL-YDS					1651.40
AMT DUE					3550.51

NO RETURNS WITHOUT AUTHORIZATION

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.

Exhibit "F"

# Knit-Away, Inc.

P. O. Box 740, Rutherford, North Carolina 28376

TRIPLICATE INVOICE

SOLD  
TO:

L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

0067000

SHIP  
TO:

L. W. FOSTER CO.  
HANCOCK & WESTMORELAND ST.  
PHILADELPHIA, PA.

THIS ACCOUNT IS ASSIGNED TO, IS OWNED BY AND IS PAYABLE TO

SOUTHEASTERN FINANCIAL CORPORATION  
P. O. BOX 1375, CHARLOTTE, N.C. 28201

TO WHOM NOTICE MUST BE GIVEN OF NON DELIVERY AND OF ANY MERCHANDISE RETURNS OR CLAIMS OF ANY KIND

NO RETURNS WITHOUT AUTHORIZATION

NO ANTICIPATION ALLOWED

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	DATE
1/10 NET 10	206540-01			Harris	11-01-74
708018		001575 000	8198	413.4	2.200
708016		001575 000	4134	1034.4	2.200
TOTAL-YDS					1448.60
AMT DUE					3125.40

Continuing Guarantee under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.  
Continuing Guarantee under the Flammable Fabrics Act filed with the Federal Trade Commission.



Exhibit "H" to Petition  
Demand for Arbitration

86a

GENERAL ARBITRATION COUNCIL  
OF THE TEXTILE INDUSTRY

-----x  
KNIT-AWAY, INC.,

Claimant,

-and-

L. W. FOSTER SPORTSWEAR CO., INC.,

Respondent.  
-----x

:  
:  
: DEMAND FOR ARBITRATION  
: AND NOTICE OF INTENTION  
: TO ARBITRATE

S I R S :

Claimant, KNIT-AWAY, INC. ("Knit-Away") hereby  
demands arbitration of controversies which have arisen between  
it and respondent, L. W. FOSTER SPORTSWEAR CO., INC. ("Foster")  
out of the following written contracts:

CONTRACT NUMBER

CONTRACT DATE

206261.01

9/12/74

206261.02

9/12/74

206261.03

9/12/74

206540.01

9/26/74

206542.00

9/26/74

206543.00

9/26/74

Exhibit "H"

<u>CONTRACT NUMBER</u>	<u>CONTRACT DATE</u>
206261.04	10/9/74
206545.01	11/1/74
206544.01	11/12/74
206622.00	11/15/74
206604.01	12/3/74
206605.01	12/3/74
206608.01	12/3/74
207065.00	2/6/75
207066.00	2/6/75
207073.00	2/17/75

Each of the aforementioned contracts contains the following provision for arbitration:

"15. ARBITRATION: Any controversy arising out of or relating to this contract, shall be settled by arbitration in the City of New York in accordance with the Rules then obtaining of the General Arbitration Council of the Textile Industry. The arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this contract, including without limitation, the provisions of paragraph 6 applicable to Claims, or to render any award which by its terms effects any such alteration, or modification.

The parties consent to the jurisdiction of the Supreme Court of the State of New York, and of the United States District Court for the Southern District of New York and, this sale being an interstate commerce, to jurisdiction under the Federal Arbitration Act as well as the arbitration statutes of the State of New York, for all purposes in connection with said arbitration. The parties further consent that any process or notice of motion or other application to either of said Courts or a Judge thereof, may be served inside or outside the State or Southern District of New York by registered or certified mail return receipt requested or by personal service provided a reasonable time for appearance is allowed, or in such other manner as may be permissible under the Rules of said Court.

Seller shall have all rights to provisional remedies which it would have at law, notwithstanding the existence of this agreement to arbitrate."

#### RELIEF SOUGHT

In accordance with the express written terms of the contracts, Knit-Away sold and delivered, and Foster purchased, certain fabric of the description, at the price and subject to all of the terms set forth in said contracts. Nevertheless, Foster has, without justification, failed and refused to pay Knit-Away the purchase price for the fabric so purchased by it.



referred to as merchandise) at the total contract price of \$380,100.15. Foster admits (paragraph 3 of its answer) that it received all of these contracts and that it used all or virtually all of the fabric delivered under those contracts in manufacturing men's wearing apparel. Each and every one of the 20 written contracts\* to which I have referred contain the following provisions:

"TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provision for arbitration and exclusion of warranties, all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and

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\*The contracts have been reduced in size in photocopying. The original contract, as well as originals of other exhibits can be furnished to the Court with the understanding that they be returned to counsel upon the rendering of a decision in this proceeding.

retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder, or when Buyer has given to Seller specifications of assortments, delivery dates, shipping instructions or instructions to bill and hold, or when Buyer has otherwise assented to the terms and conditions hereof." (Emphasis supplied)

"15. ARBITRATION: Any controversy arising out of or relating to this contract, shall be settled by arbitration in the City of New York in accordance with the rules then obtaining of the General Arbitration Council of the Textile Industry. The arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this contract, including without limitation, the provisions of paragraph 6 applicable to claims, or to render any award which by its terms effects any such alteration or modification. The parties consent to the jurisdiction of the Supreme Court of the State of New York, and of the United States District Court for the Southern District of New York and, this sale being an interstate commerce, to to jurisdiction under the Federal Arbitration Act as well as the arbitration statutes of the State of New York, for all purposes in connection with said arbitration. The parties further consent that any process or notice of motion or other application to either of said Courts or a Judge thereof, may be served inside or outside the State or Southern District of New York by

registered or certified mail, return receipt requested, or by personal service provided a reasonable time for appearance is allowed, or in such other manner as may be permissible under the Rules of said Court.

"Seller shall have all rights to provisional remedies which it would have at law, notwithstanding the existence of this agreement to arbitrate." (Emphasis supplied)

Knit-Away's Demand specifically refers to sixteen (16) of the 20 contracts hereinabove referred to and makes it clear that the disputes as to which arbitration is sought relates to those contracts. Under these circumstances, it is crystal clear that Knit-Away and Foster are parties to written contracts which require arbitration of disputes and any contention by Foster that it is not a party to agreements to arbitrate is patently frivolous;

(b) Foster has itself admitted and acknowledged that Foster and Knit-Away are parties to written agreements to arbitrate in that Foster itself initiated arbitration proceedings at the American Arbitration Association with respect to disputes



relating to the fabric referred to in these contracts. Such arbitration was initiated by Foster in the Philadelphia Regional Office of the American Arbitration Association and it was Foster's unilateral discontinuance of that arbitration proceeding which, among other things, prompted the institution by Knit-Away in New York of the arbitration proceeding in question. Having itself sought arbitration of disputes between it and Knit-Away, and having itself alleged that arbitration was required because of the existence of written agreements to arbitrate such disputes, it is incredible that Foster should now make it necessary for Knit-Away to seek the help of this or any other court in compelling Foster to arbitrate such disputes.

In addition to claiming that there is no valid written agreement to arbitrate disputes, Foster has said in its answer that arbitration should not be directed because there was a superseding modification of the contracts and because there was an accord and satisfaction. I am advised by Knit-Away's counsel and verily believe that these defenses go to the merits of the

dispute and, therefore, as a matter of law, must be decided by the arbitrators and may not be decided by this Court in this proceeding. In the factual recitation which follows in the balance of this affidavit, I will therefore, deal only very briefly with the facts relating to these so-called defenses leaving it to our attorneys in their Memorandum of Law to establish that such defenses are not to be considered by this Court in this proceeding.

THE BACKGROUND OF THIS PROCEEDING

4. I have already enumerated in Paragraph 2 of this affidavit (and there is also enumerated in paragraphs 3, 4 and 5 of the Petition) the circumstances surrounding the making of the contracts in question. I have also alluded to the particular provisions in those contracts which are relevant in this proceeding. By way of a brief recapitulation: We are involved here with a series of transactions between two merchants in the textile industry. . . transactions which extend over a period of many months beginning in September of 1974, and concluding in February of 1975. During this period of time Foster purchased approximately 195,621 yards of fabric at the total

contract price of \$380,100.15. All these transactions are evidenced by a series of 20 written contracts all of which are annexed to the Petition as Exhibit "A." All of the contracts are numbered and dated and the date which is set forth on the face of the contract is the date on which the contract was prepared and sent to Foster. For the convenience of the Court, I here list the contract numbers, dates and the quantity of fabric delivered under each contract involved in the arbitration:

<u>CONTRACT NO.</u>	<u>DATE OF CONTRACT</u>	<u>QUANTITY</u>
206261.01	9/12/74	10,000 Yards
206261.02	9/12/74	17,500
206261.03	9/12/74	17,500
206540.01	9/26/74	20,400
206542.00	9/26/74	15,000
206543.00	9/26/74	5,000
206261.04	10/ 9/74	5,000
206545.01	11/ 1/74	20,000
206544.01	11/12/74	30,000
206622.00	11/15/74	7,000
206604.01	12/ 3/74	10,000



<u>CONTRACT NO.</u>	<u>DATE OF CONTRACT</u>	<u>QUANTITY</u>
206605.01	12/ 3/74	10,000
206608.01	12/ 3/74	20,000
207065.00	2/ 6/75	1,761
207066.00	2/ 6/75	4,770
207073.00	2/17/75	2,475

As the answer concedes, all of the contracts were received by Foster and as the answer also concedes, Knit-Away delivered merchandise under these contracts, merchandise which (again concededly) was used by Foster in the manufacture of garments. It is, therefore, seen that in this case (involving disputes between merchants in the textile industry) these documents became the "contracts" between the parties because Foster received and retained the same without objection for ten (10) days and also, and independently, because Foster accepted delivery of all or a part of the merchandise ordered thereunder. The fact that Foster did not also sign the contracts is, therefore, immaterial because signing the contracts is only one of many ways in which these documents would become a contract between the parties. It is clear, on the documentary evidence and on the

admissions in the pleadings, that these documents became contracts under either of the above noted two alternative (and independent) provisions, i.e., receipt and retention without objection and/or acceptance of delivery of all or part of the merchandise.

5. Each time that Knit-Away shipped fabric under the contracts hereinabove referred to, it also sent an invoice covering such shipment of fabric which invoice, among other things, specifically referred by contract number to the contract under which the shipment was made. Copies of all the invoices in respect of the shipments of fabric involved in the arbitration are annexed as an exhibit to the Petition. Thus, when the fabric was actually received by Foster, and thereafter accepted, and used, it was accepted and used under and pursuant to the invoice and the contract which is referred to on the invoice. The contract number on these invoices are, of course, the contracts involved in the arbitration. This is additional evidence, if additional evidence is needed, that the parties were operating under and pursuant to these written contracts.

6. In or about the Fall of 1974, Foster began to complain about some of the fabric which had been delivered to it under the invoices and contracts above-referred to. By April 3, 1975, most of the invoices had matured and there was past due and owing from Foster to Knit-Away the sum of approximately \$380,000.00. On or about April 3, 1975, Foster paid Knit-Away the sum of \$11,541.35 on account of the above-mentioned indebtedness and this payment was applied against the oldest invoices, reducing the indebtedness to approximately \$368,500.00.

On or about April 16, 1975 (when the indebtedness of Foster to Knit-Away was about \$377,877.87 according to Foster's records), Foster sent its check for \$44,960.13 to Southeastern Financial Corp. (This company acted as Knit-Away's Factor in respect of the invoices rendered to Foster in these transactions.) Attached to the check was a remittance statement and certain schedules.\* On the back of the check, Foster typed the following statement:

"Endorsement of this check constitutes payment in full of all claims of Knit-Away, Inc.

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\*The remittance statement attached to the check purports to: specify the amounts claimed as offsets against the indebtedness

(Footnote cont. on next page.)



against L. W. Foster Sportswear Co., Inc., arising from shipments represented by invoices and credit memos attached."

In accordance with the Uniform Commercial Code Section 1-207, and the contracts between the parties\*\*, this check was accepted by Knit-Away "on account" of the \$368,500.00 indebtedness with the following endorsement:

"We are accepting this check #17902 in the sum of \$44,960.13 under protest and without prejudice to our rights to recover all sums due us."

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(Footnote cont. from preceding page.)

which would otherwise be due from Foster to Knit-Away; generally describes the basis for the claim of set off; and refers to certain attached schedules which more fully particularize the fabric involved in Foster's claims. The schedules set forth the invoices (identifying them by invoice number) under which the fabric was delivered by Foster to Knit-Away, it being contended that it was defects in the fabric which gave rise to the claims of offset. The invoice numbers enumerated on the schedules are the very invoices which are enumerated by Knit-Away in this proceeding and in the arbitration. Each of those invoices refers on its face to the contracts (by contract number) which are involved in this proceeding and in the arbitration. The debit memoranda by which Foster sought to charge Knit-Away for these alleged offsets also refer to the invoices by number, and, as above noted, these invoices refer to the contracts here involved. Thus, these documents emanating from Foster establish the receipt of the invoices and the acceptance of the merchandise all pursuant to written contracts which uniformly contain a provision for arbitration of disputes.

\*\*The contracts uniformly contain the following provision:

" . . . Any check or remittance received from or for the

(Footnote cont. on next page.)

In addition, Foster was immediately advised by Knit-Away's letter of April 21, 1975 (sent registered mail, return receipt requested) (Exhibit "E" to the Petition) that Foster's check #17902 was being accepted "under protest and without prejudice to our right to recover all sums due us." Accordingly, when Foster's on account payments (totalling \$56,501.48) made subsequent to April 1, 1975, are applied against Foster's Indebtedness pursuant to the April 11, 1975 Statement of Account (Exhibit "C" to the Petition) there remains a balance due and owing from Foster to Knit-Away of approximately \$323,598.67.

7. After Foster received Knit-Away's letter of April 21, 1975, pursuant to Section 1-207 of the Uniform Commercial Code, and on April 23, 1975 (in obvious recognition that the purported "payment in full" did not constitute any alleged "accord and satisfaction" between the parties), Foster, through its Philadelphia attorneys (the well-known and respected firm

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(Footnote cont. from preceding page.)

account of the Buyer may be accepted and applied by Seller or its factor against any indebtedness or obligation owing by Buyer, as shown by the books and records of Seller or its factor, without prejudice to or the discharge of the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying such check or remittance."

of Blank, Rome, Klaus & Comisky) instituted an arbitration proceeding in Philadelphia before the American Arbitration Association in which, among other things, Foster claimed that Knit-Away was indebted to it for an amount in excess of \$321,000.00 which Foster claimed represented "direct damages resulting from the sale by Knit-Away to Foster of defective merchandise and such other consequential damages as shall be proper." The defective merchandise referred to is, of course, the very merchandise referred to in the contracts and invoices involved in this proceeding. Foster's claim in this regard was set forth in its Demand for Arbitration, a copy of which is annexed hereto as Exhibit "A."

The institution of this arbitration proceeding by Foster conclusively establishes that Foster's claim that there is no valid agreement to arbitrate in effect between the parties is totally and completely specious and without the slightest basis in fact or in law. As above noted, the institution of such arbitration subsequent to the delivery of the letter under Section 1-207 of the Uniform Commercial Code also constitutes an acknowledgment on Foster's part that there is no basis for a claim of accord and satisfaction.



8. By letter dated May 2, 1975, Foster's attorneys wrote a letter to the American Arbitration Association in Philadelphia (Exhibit "B" to this affidavit" in which they requested the American Arbitration Association to:

"...withdraw the Demand for Arbitration filed in the above matter without prejudice."

It is obvious that the claim for damages in the arbitration was withdrawn "without prejudice" because Foster and its counsel really have no faith in their claim of "accord and satisfaction" and they do not wish to be foreclosed from asserting such claim for damages by withdrawing it "with prejudice."

Subsequent to the withdrawal by Foster of the arbitration in Philadelphia, Knit-Away commenced its arbitration here in New York.

#### FOSTER'S POSITION IN THIS PROCEEDING

9. In its Answer, Foster sets forth three (3) affirmative defenses to the Petition. Foster first claims that it "never agreed in writing" to submit the subject matter of the Petition to Arbitration. In addition, Foster claims that its payment of \$44,960.13 constituted an accord and satisfaction and, thus, rendered moot the damages alleged in Knit-Away's

Petition. Finally, Foster asserts that there was a superseding agreement between the parties; however, it fails to cite any such written agreement or enumerate the terms of any such oral agreement.

10. Knit-Away's attorneys advise me and I verily believe that Foster's second and third affirmative defenses, as set forth in its Answer, must be stricken as being insufficient since they deal with the merits of the controversy between the parties and, therefore, are matters which must be left for the arbitrators to determine. I am further advised by Knit-Away's attorneys that they will be submitting a memorandum of law in support of the petition which will show that the cases are legion in support of the proposition that a Court's function in an action to compel arbitration is merely limited to ascertaining whether the party seeking arbitration is making a claim which on its face is governed by the contracts between the contracts between the parties. Moreover, as I am advised and verily believe, this very Court in the Petition of Rapner Shipping Co., 118 F. Supp. 919 (S.D.N.Y. 1954), held that the issue as to whether there was an accord and satisfaction and

the mutual cancellation of an agreement are matters to be determined by the arbitrators and not the Court. Thus, even though there is no question that Knit-Away's acceptance of Foster's check pursuant to the Uniform Commercial Code Section 1-207 (and the terms of the contract between the parties) could not possibly constitute an accord and satisfaction, this issue must be left for determination by the arbitrators.

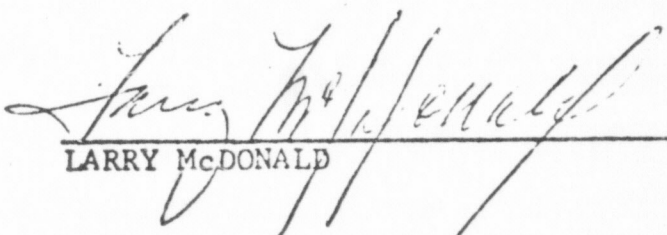
#### CONCLUSION

11. In view of the fact that Foster itself recognized the contractual obligation to have disputes between it and Knit-Away determined in arbitration, the contention that there is no written agreement requiring arbitration is patently frivolous and without the slightest basis in fact. Even if Foster had not commenced its own arbitration (thereby acknowledging the existence of valid and binding agreements to arbitrate) the documentary evidence conclusively establishes the existence of such agreements. The law is clear, in addition, that the Court's function in an action to compel arbitration is limited to merely ascertaining whether the party seeking arbitration is

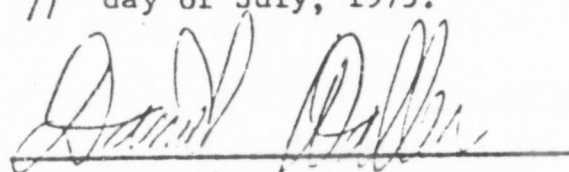


making a claim which on its face is governed by the contract and that all issues relating thereto must be left for the arbitrators to determine.

WHEREFORE, it is respectfully requested that Knit-Away's Petition be granted and that this Court issue an Order compelling Foster to proceed in the pending arbitration proceeding and directing that the arbitration proceed in the manner provided for in the agreements between the parties, together with such other, further and different relief as to this Court shall seem just and proper, together with the costs and disbursements of this proceeding.

  
LARRY McDONALD

Sworn to before me this  
11<sup>th</sup> day of July, 1975.



DANIEL WALLEN  
Notary Public, State of New York  
No. 41-1603125  
Qualified in Queens County  
Cert. filed in New York County  
Commission Expires March 30, 1976

## COMMERCIAL ARBITRATION RULES

## DEMAND FOR ARBITRATION

DATE: April 23, 1975

TO: (Name) KNIT-AWAY, INC. \_\_\_\_\_

(of party upon whom the Demand is made)

(Address) P. O. BOX 740 \_\_\_\_\_

(City and State) Raeford, North Carolina 28376 \_\_\_\_\_

Named claimant, a party to an arbitration agreement contained in a written contract,

dated October 3, 1974, providing for arbitration, hereby  
demands arbitration thereunder.

(attach arbitration clause or quote hereunder)

Any controversy arising under or in relation to this order or contract or any modification thereof, shall be settled by arbitration. In the absence of agreement otherwise among the parties hereto such arbitration shall be held in

\*(continued on reverse side)

## NATURE OF DISPUTE:

Defective merchandise

CLAIM OR RELIEF SOUGHT: (amount, if any) \$321,376.39 representing direct damages resulting from the sale by defendant to claimant of defective merchandise and such consequential damages as shall be proper.

HEARING LOCALE REQUESTED: Philadelphia, Penna. \*\* (see reverse side)  
(City and State)

You are hereby notified that copies of our arbitration agreement and of this demand are being filed with the American Arbitration Association at its Philadelphia, Pennsylvania Regional Office, with the request that it commence the administration of the arbitration. Under Section 7 of the Commercial Arbitration Rules, you may file an answering statement within seven days after notice from the Administrator.

Signed Bernard Glassman  
BERNARD GLASSMAN (ESQ. Attorney)BLANK, ROME, KLAUS & COMISKY  
11th Floor, Four Penn Center, Phila., Pa. 19104Name of Claimant L. W. Foster Sportswear Co.  
Hancock & Westmoreland Sts.Address (to be used in connection with this case) Phila., Penna. 19140

City and State \_\_\_\_\_

Telephone 215- LO 9 3700

To institute proceedings, please send three copies of this Demand with the administrative fee, as provided in Section 47 of the Rules.

Exhibit "A"

\*the City of New York, in accordance with the laws of the State of New York, and the rules then obtaining of the American Arbitration Association, or the Mutual Adjustment Bureau of the Cloth and Garment Trades Incorporated, or any successor and the parties consent to the jurisdiction of the Supreme Court of New York, and further consent that any process or notice of motion or other application to the Court, or a Judge thereof, and any notice in connection with the arbitration proceeding, may be served within or without the State of New York by registered mail or by personal service, provided a reasonable time for appearance is allowed.

\*\* All of the remaining goods involved in this Arbitration are located in the Plant of Claimant at Hancock and Westmoreland Streets, Philadelphia, Pennsylvania and involve some 6,500 garments manufactured from the defective goods, samples and bolts of unused defective material. In order to inspect the merchandise and arrange for expert witnesses, the Arbitration Panel, of necessity should be a Philadelphia Arbitration Panel. Having the Arbitration held in Philadelphia will not prejudice the respondent since the respondent is located in Raeford, North Carolina and not in New York City, New York.

Exhibit "A"



**BLANK, ROME, KLAUS & COMISKY**

LAW OFFICES

FOUR PENN CENTER PLAZA

PHILADELPHIA, PENNSYLVANIA 19103

818 LOCUST 8-3700

CABLE: BLARCOM TWX 710-870-1073

ERWIN LODGE  
OF COUNSEL  
LESTER J. SCHAFER  
OF COUNSELSAMUEL A. BLANK  
RETIRED  
MORTON S. KLAUS  
1908-1974GILBERT STEIN  
PHILIP C. PATTERSON  
DALE PENNEY'S LEVI  
JULIAN P. RACKOW  
MOREY S. ROSENBLUM  
MARTIN HOWARD KATZ  
JOHN D. O'KEEFE  
ROGER F. COX  
ALAN C. GERSHENSON  
WILLIAM E. TAYLOR III  
NEAL STEINMAN  
G. CRAIG LORD  
MARTIN H. BELSKY  
RONALD H. SURKIN  
RICHARD L. PLEVINSKY  
STEVEN H. BERKOWITZ  
NORMAN PERLBERGER  
ANDREW J. GOWAPAUL CARPENTER DEWEY  
JOHN W. WEPHERSON  
NORMAN L. HOLMES  
EDWARD W. STEIN  
HARRY F. GOLDBERG  
BERNARD GLASSMAN  
DENNIS REPLANSKY  
EDWARD G. FITZGERALD, JR.  
ELLIOT S. GERSON  
LAWRENCE C. HUTCHINGS  
WILLIAM H. ROBERTS  
THOMAS A. BERGSTROM  
STEPHEN E. LUNDG  
KENNETH F. KAHN  
LEONARD P. NALENCE  
MICHAEL RIFKIN  
MICHAEL POLLACK  
VICTOR A. YOUNGPHILIP F. NEWMAN  
CONVULSED TO THE FIRMEDWIN R. ROME  
SAMUEL J. MCCAULEY, JR.  
AL SALMAN GITCHER  
JOHN S. BRUMBELOW  
MORRIS L. WEISBERG  
JACK R. BERSHAD  
LOUIS D. APOTHAKE  
SAMUEL N. RABINOWITZ  
MORRIS J. DEAN  
HOWARD I. HATOFF  
HARRIS OMINSKY  
RICHARD H. ROSENBLEETH  
JEROME S. APPEL  
SANDERS D. NEWMAN  
FRED BLUME  
JEROME R. RICHTER  
PETER H. STERNMARY N. COMISKY  
BARTON E. FERST  
DAVID RITTNER  
REUBEN MILLER  
PAUL D. GUTH  
MORTON NEWMAN  
GONCER W. KRESTAL  
GERALD BROKER  
LEONARD DUBIN  
MICHAEL D. FOXMAN  
ELLIOTT R. BRAVERMAN  
EDWIN A. EASTON  
FREDERICK D. LIPMAN  
WILLIAM G. SCHWARTZ  
ALEXANDER E. STEIN  
RICHARD P. MCELROY

May 2, 1975

C  
O  
P  
Y

American Arbitration Association  
410 Witherspoon Building  
Walnut & Juniper Streets  
Philadelphia, Penna. 19107

RE: L. W. FOSTER SPORTSWEAR CO.  
and  
KNIT-AWAY, INC.

Attention: Jeff Coble

Dear Mr. Coble:

Kindly withdraw the Demand for Arbitration filed in the above matter without prejudice.

Very truly yours,

BERNARD GLASSMAN

BG:pv

cc: Knit-Away, Inc.

EXHIBIT "B"

NOTICE OF ENTRY

Sir - Please take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on 19

Dated,

Yours, etc.,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Attorneys for

Office and Post Office Address

230 Park Avenue

Borough of Manhattan New York, N. Y. 10017

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir - Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

One of the judges of the within named Court, at

on the day of 19

at M.

Dated,

Yours, etc.,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Attorneys for

Office and Post Office Address

230 Park Avenue

Borough of Manhattan New York, N. Y. 10017

To

Attorney(s) for

Index No.

CTV. 1354

Year 19

75

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW YORK

In the Matter of the  
Arbitration of a  
Controversy between

KNIT- AWAY, INC.

Petitioner,

-and-

L. W. FOSTER  
CO., INC.,

Respondent.

AFFIDAVIT IN SUPPORT  
OF PETITION TO COMPEL  
ARBITRATION

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Attorneys for **Petitioner**

Office and Post Office Address, Telephone

230 Park Avenue

Borough of Manhattan New York, N. Y. 10017

679-1200

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x

In the Matter of the Arbitration  
of a Controversy between

KNIT-AWAY, INC.,

Petitioner,

75 Civ. 2354 (CES)

-and-

AFFIDAVIT

L. W. FOSTER SPORTSWEAR CO., INC.,

Respondent.

----- x

STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK)

HOWARD S. FOSTER, being duly sworn, deposes and says:

1. I am the President of L. W. FOSTER SPORTSWEAR CO., INC. ("Foster"), the Respondent in the above-captioned proceeding. I make this affidavit in opposition to the application of Petitioner KNIT-AWAY, INC. ("Knit-Away") to compel arbitration.

2. In its petition herein, Knit-Away alleges that this proceeding concerns "a series of twenty (20) contracts ..." (petition, ¶3). This is incorrect.

3. The facts are that in August, 1974 Foster orally placed an order with Knit-Away for certain textile goods and



Knit-Away orally accepted Foster's order (the "August, 1974 agreement"). There was no written agreement between the parties as to this order. Subsequently, in the fall of 1974, Knit-Away began to ship goods pursuant to the August, 1974 agreement. Such shipments continued from time to time until February, 1975. Invoices were sent by Knit-Away to Foster reflecting Knit-Away's partial shipment against the August, 1974 agreement. Such invoices are the "twenty (20) contracts" to which Knit-Away refers in its present petition. Such invoices are in fact, however, not separate contracts at all, but merely shipping invoices relating to the single August, 1974 agreement.

4. There was no discussion of arbitration at the time of the August, 1974 agreement. No agreement to arbitrate with Knit-Away has ever been entered into by Foster, either orally or in writing. The inclusion by Foster in small print on the reverse of its shipping invoices of a statement concerning arbitration was done unilaterally by Knit-Away without Foster's knowledge or agreement.

5. The goods which Knit-Away shipped to Foster as aforesaid pursuant to the August, 1974 agreement contained various latent defects by reason of which the goods failed to meet the sample specifications agreed upon between Knit-Away and Foster and were not fit to be made into garments by Foster as intended. As

soon as Foster was able by cutting some of the goods into garments to discover the latent defects in the goods which had been delivered to it by Knit-Away, it reported such defects to Knit-Away.

6. Knit-Away acknowledged the defects in the goods which had been delivered and Knit-Away's breach of the August, 1974 agreement. Knit-Away stated to Foster that a new agreement would have to be made in place of the August, 1974 agreement between the parties to account for the delivery of defective goods.

7. On three occasions, December 3, 1974, December 10, 1974 and April 3, 1975, Mr. Larry McDonald, Knit-Away's Manager of Quality Control visited Foster's factory to discuss possible resolution of Knit-Away's breach of the August, 1974 agreement. On these occasions, Mr. McDonald discussed with Foster various possible means of resolving the problems caused by the defective goods and sought Foster's cooperation in marketing, for whatever value could be obtained, the garments which Foster had already cut from Knit-Away's defective goods. Repeatedly, Mr. McDonald offered that Knit-Away was willing to submit the problem of the defective goods to arbitration, if Foster wished.

8. Accordingly, on or about April 23, 1975, counsel

for Foster served a demand for arbitration upon Knit-Away, requesting arbitration in Philadelphia, Pennsylvania, concerning Knit-Away's defective goods. This demand was not based upon any binding and enforceable agreement to arbitrate between Knit-Away and Foster. Rather, Foster's demand for arbitration was based on its belief, formed pursuant to Mr. McDonald's offers, that Knit-Away would voluntarily enter into arbitration pursuant to Foster's demand.

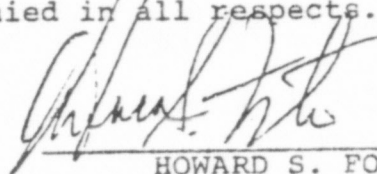
9. In the same period, however, Foster submitted its check #17902 dated April 16, 1975 and payable to Southeastern Financial Corp. ("Southeastern"), Knit-Away's factor, in the amount of \$44,960.13 in full and final payment of all remaining claims of Knit-Away against Foster arising from the shipments of goods which Knit-Away had made pursuant to the August, 1974 agreement. Said check was accepted by Knit-Away and Southeastern. Thus, in the belief that by accepting the Foster check Knit-Away had created an accord and satisfaction as to the August, 1974 agreement, Foster, by its counsel, on May 2, 1975 withdrew its demand for arbitration in Philadelphia.

10. Upon the foregoing, I respectfully submit to the court that (i) no agreement to arbitrate has ever been made between Knit-Away and Foster concerning the August, 1974 agreement, (ii) by Knit-Away's acknowledgement to Foster of the substantial defects in its goods and of the necessity to enter into a new agreement with Foster to replace the August, 1974 agreement, the August, 1974 agreement was superseded, and (iii) by accepting Foster's check tendered as full payment for all goods delivered



pursuant to the August, 1974 agreement, Knit-Away, I am advised by counsel, created an accord and satisfaction and gave up any right to prosecute the present proceeding against Foster.

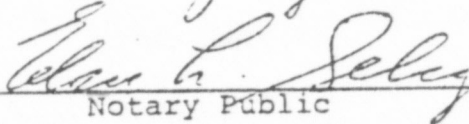
WHEREFORE, your deponent respectfully requests that the petition of Knit-Away be denied in all respects.



HOWARD S. FOSTER

Sworn to before me this

24 day of July, 1975.

  
Notary Public

— ELSIE L. SELIG  
Notary Public, State of New York  
No. 31-3559750  
Qualified in New York County  
Commission Expires March 31, 1977

[illegible]

: 75 CIV. 2354  
(CES)

: PETITIONER'S REPLY  
 : AFFIDAVIT IN SUPPORT  
 : OF PETITION TO COMPEL  
 : ARBITRATION

-and-

:

•

:

x

) ss.:

COUNTY OF NEW YORK)

1. As the Manager of Quality Control of Knit-Away, Inc. (\"Knit-Away\"), and being fully and personally familiar with the facts involved in this proceeding, I made the affidavit in support of Knit-Away's Petition for an order compelling the production of L. W. Foster Sportswear Co., Inc. (\"Foster\") to proceed

in the pending arbitration proceeding. Having read the opposing affidavit of respondent's President, Howard S. Foster, I make this affidavit in reply.

2. The opposing affidavit is demonstrably false as established by conclusive documentary proof, as I shall now show.

3. In Knit-Away's Petition and in my affidavit, I referred to: "a series of twenty (20) contracts..." Foster concedes and admits that each of these documents which I describe as "contracts" was received and retained by Foster without objection. Foster concedes and admits that it received and used the merchandise described in and delivered pursuant to those "contracts". On the face of each of these "contracts" there is printed in the lower right hand corner: "TERMS AND CONDITIONS OF CONTRACT". Immediately below that printed language there is additional contractual language and the very first sentence reads as follows: "This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provisions for arbitration and exclusion of warranties all of which are accepted by Buyer,



supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller." There is then additional language filling up the front page and we then find the following words printed: "CONTINUED ON REVERSE SIDE". On the reverse side, on the top, we find the printed words: "TERMS AND CONDITIONS OF CONTRACT", and on the balance of the reverse side, we find contractual provisions which are industry standard provisions. For the respondent to characterize these documents as "invoices" is an unpardonable attempt to mislead this Court and really only serves to highlight the lack of merit in the respondent's position. Apparently, respondent felt it necessary to characterize these "contracts" as "invoices" because of the cases, referred to in respondent's Brief, which hold that invoices are not contracts. However, respondent's characterization cannot change the documentary proof which clearly establishes that the documents in question are, in fact, "contracts" which were received and retained without objection by the respondent and pursuant to which merchandise was shipped to, retained by, and used by the respondent. Under the language of the alternative acceptance clause, appearing on the face of the contract, and

as the cases hold, the documents and the acts and course of conduct of respondent thus gives rise to binding agreements to arbitrate disputes. Paranthetically, it should be noted that the Court has been furnished with the invoices which were, in fact, rendered pursuant to these contracts. The invoices, on their face, recite that they are "invoices".

4. As I am advised by Knit-Away's attorneys and verily believe, the courts in this State have repeatedly taken judicial notice of the way in which merchants in the textile industry buy and sell textiles, which is the way the parties acted in this case. A buyer orders merchandise. If the seller wants to deal with the prospective buyer, he advises the buyer that he (the seller) will prepare his industry standard form of contract (confirmation) (which invariably contains a provision for arbitration of disputes\*) which the seller will then send to the buyer. The contract invariably contains a number of provisions

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\*The members of the textile industry long ago decided that disputes involving the quality of textile products (in this case Foster claims that a latent defect exists in the textiles in question) should be decided by experts in the field. For that reason, the members of the industry long ago decided to have their disputes determined in arbitration by arbitrators who were knowledgeable textile men.

## Reply Affidavit of Larry McDonald

indicating the alternative ways in which the seller can accept the contract. It can be accepted by the seller's signing and returning a copy, it can be accepted by the seller simply retaining the contract for a reasonable period of time (Uniform Commercial Code says a period of 10 days is a reasonable period of time), or it can be accepted when the buyer accepts delivery of all or part of the merchandise referred to in the contract, or it can be accepted when the buyer has given to the seller specifications of assortments, delivery dates, etc., or it can be accepted when the buyer in any other way manifests assent to its terms.\* In this case, the contracts (confirmations) on their face provide for all of these alternative methods of acceptance and in this case, it is conceded that the confirmations (contracts) were received and retained without objection at any time and it is also conceded that the buyer accepted delivery of all the merchandise specified in the confirmations (contracts). To argue that there are no written contracts under these circumstances is pure sophistry. To claim that there were only oral contracts involving this sale of hundreds of thousands of dollars of textiles, is absurd.

---

\*I understand that Foster purchases fabric also from other companies such as J. P. Stevens Inc., Burlington Industries, etc. I understand that each of these fabric suppliers use virtually the identical form of contract (confirmation) as was used in this case and, most important, use it precisely in the same fashion, i.e., orders from Foster followed by written confirmations (contracts) from the seller. Foster is thus no stranger to this judicially noticed textile practice.

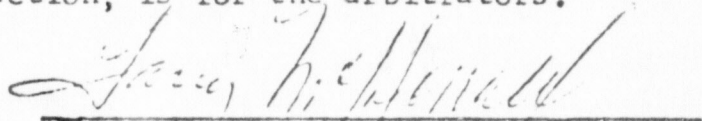


5. The arbitration commenced by Foster in Philadelphia was commenced on April 23, 1975, by written Demand for Arbitration dated that date. The arbitration was withdrawn by Foster by letter dated May 2. The Demand on its face states that Foster is: "...a party to an arbitration agreement contained in a written contract...". (emphasis supplied) How does respondent's President now dare to swear to the Court that such arbitration was commenced not on the basis of written contracts (as set forth in Foster's own Demand for Arbitration) but rather on the basis of Foster's "belief" that Knit-Away "would voluntarily enter into arbitration..."?

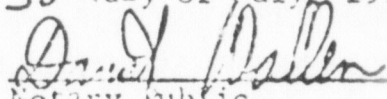
What is more incredible, is that Foster should contend that it withdrew that arbitration only after, and because, Knit-Away received the payment of \$44,960.13. Remembering, that Foster's own Demand for Arbitration is dated April 23, the following is the sequence of events: On April 21, 1975, (two days before Foster started its own arbitration) I wrote Foster a letter in which I advised Foster that its check in the sum of \$44,960.13 was being accepted under protest and without prejudice

to our right to recover all sums due us. That letter was mailed on April 21, 1975 as established by the official Post Office receipt for registered mail. That letter was received by Foster on April 22, 1975 as established by the signed return receipt. Copies of my letter, the official Post Office receipt, and the signed return receipt are annexed as Exhibit E to the Petition. Thus, the documentary proof establishes that Foster's own arbitration was not even begun until after Foster had knowledge that we had received the check and that we had accepted it without prejudice to our rights. Not only does this give the lie to the statements contained in Paragraphs 8 and 9 (pages 3 and 4 of the affidavit of respondent's President) but it also establishes that Foster did not believe that there was any accord and satisfaction between it and Knit-Away or it would never have instituted any such arbitration.

6. I respectfully submit that there can be no doubt but that Knit-Away and Foster are parties to written agreements to arbitrate. For that reason, Knit-Away is entitled to an order compelling arbitration. All other issues, including the alleged issue of accord and satisfaction, is for the arbitrators.

  
Larry McDonald

Sworn to, before me, this  
30<sup>th</sup> day of July, 1975.

  
Notary Public

DANIEL WALLEN  
Notary Public, State of New York  
No. 41-1503125  
Qualified in Queens County  
Comm. filed in New York County  
Commission Expires March 30, 1978

Petitioner having moved this Court for an Order compelling the Respondent to arbitrate and the parties and the issues having been duly heard, and the Court, Honorable Charles E. Stewart, Jr., District Judge, having duly rendered its decision, it is

ORDERED, ADJUDGED AND DECREED that the Petition of KNIT-AWAY, INC. to compel L. W. FOSTER SPORTSWEAR CO., INC. to arbitrate be granted; and it is further

ORDERED, ADJUDGED AND DECREED that the Petitioner and the Respondent be and they hereby are directed to proceed to arbitration of the controversy between them in accordance with the Petitioner's Demand for Arbitration and Notice of Intention to Arbitrate.

Dated: New York, N.Y.,  
October 22, 1975

S/ Charles E. Stewart  
U.S.D.J. *mu*

JUDGMENT ENTERED: 10-24-75

S/ Raymond J. Berghart  
Clerk



STEWART, DISTRICT JUDGE:

Petitioner, Knit-Away, Inc. ("Knit-Away"), has brought a petition to compel arbitration of the dispute between it and Respondent, L. W. Foster Co., Inc. ("Foster"). The parties, merchants in the textile industry, entered into a series of transactions, commencing in September of 1974 and ending in February of 1975, in which Knit-Away shipped fabric to Foster, which used the material to manufacture garments. Each of the twenty transactions was described by documents which appear, on their face, to be both invoices and contracts. [See Petitioner's Exhibits A and B.] The following paragraph appeared in small type on the face of the papers.

"TERMS AND CONDITIONS OF CONTRACT

"This confirmation is given subject to all of the terms and conditions on the face and reverse sides hereof, including the provision for arbitration and exclusion of warranties, all of which are accepted by Buyer, supersede Buyer's order form if any, and constitute the entire contract between Buyer and Seller. Buyer shall be deemed to have assented to all of the terms and conditions hereof, and this confirmation shall become a contract for the entire quantity specified either when (a) this confirmation is signed and returned by Buyer to Seller and accepted in writing by Seller, or (b) Buyer receives and retains this confirmation without objection for ten days, or (c) Buyer accepts delivery of all or any part of the merchandise ordered hereunder. or when Buyer has given to Seller specifications of assortments, delivery dates, shipping instructions or instructions to bill and hold, or when Buyer has otherwise assented to the terms and conditions hereof."

On the reverse side of the documents were listed many terms

and conditions, including the arbitration clause relied upon by petitioner here.<sup>1/</sup>

By the winter of 1975, the parties were in disagreement over both the payment for the goods and the quality of the goods shipped. Knit-Away alleges that Foster is indebted to it for approximately \$323,598.67, that its acceptance of some \$44,960.00 as partial payment did not prejudice its rights to full recovery, and that the parties have binding contracts which mandate arbitration. To enforce its rights, Knit-Away filed a petition

<sup>1/</sup> The clause states:

"15. ARBITRATION: Any controversy arising out of or relating to this contract, shall be settled by arbitration in the City of New York in accordance with the Rules then obtaining of the General Arbitration Council of the Textile Industry. The arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this contract, including without limitation, the provisions of paragraph 6 applicable to claims, or to render any award which by its terms effects any such alteration or modification. The parties consent to the jurisdiction of the Supreme Court of the State of New York, and of the United States District Court for the Southern District of New York and, this sale being an interstate commerce, to jurisdiction under the Federal Arbitration Act as well as the arbitration statutes of the State of New York, for all purposes in connection with said arbitration. The parties further consent that any process or notice of motion or other application to either of said Courts or a Judge thereof, may be served inside or outside the State or Southern District of New York by registered or certified mail, return receipt requested, or by personal service provided a reasonable time for appearance is allowed, or in such other manner as may be permissible under the Rules of said Court. "Seller shall have all rights to provisional remedies which it would have at law, notwithstanding the existence of this agreement to arbitrate."

in New York Supreme Court, pursuant to CPLR §7503, to compel arbitration. Respondent has removed the proceedings, under 28 U.S.C. §1441, to federal court; jurisdiction is premised upon the diversity of citizenship under 28 U.S.C. §1332 and the Federal Arbitration Act, Title 9 U.S.C. §4.

Respondent Foster takes a very different view of the transactions between it and Knit-Away. Foster maintains that one oral contract for the shipment of goods was made in August of 1974. The documents which Knit-Away labels "contracts" Foster considers to be "invoices." Foster contends that the oral contract never provided for arbitration of disputes and that the inclusion of such a provision on the "invoices" is a material alteration of the agreement between the parties and cannot bind Foster to arbitrate. See Uniform Commercial Code ("UCC") §2-207. Foster raises before this court the legal question of the existence of an accord and satisfaction between the parties. Further, Foster alleges that Knit-Away seeks to renege on an earlier acknowledgment of the defective nature of the goods and on its superseding agreement by which Knit-Away accepted Foster's payment of \$44,000 as full discharge of Foster's liability.

Petitioner Knit-Away places great emphasis on the fact that Respondent itself served (and later withdrew) a demand for arbitration in April of 1975. Foster responds that its voluntary initiation of arbitration does not constitute an admission of a binding obligation to arbitrate. It



is not necessary for us to give definitive interpretation to Respondent's action, for we conclude that the parties are bound by the arbitration clause in the contracts.

We are persuaded that the documents at issue here, which are standard in the textile industry, do constitute contracts. In looking to New York law, we find that New York courts, reading papers similar to those before us, share our interpretation. See Matter of Helen Whiting, Inc., 307 N.Y. 360, 121 N.E.2d 367 (1954), and Trafalgar Square Ltd. v. Reeves Bros., Inc., 35 App. Div.2d 194, 315 N.Y.S.2d 239 (1st Dept. 1970). While factual distinctions may be drawn between these cases and the one at bar, we are persuaded that the papers before us here must be read, by this court and by textile merchants, to constitute contracts. See also Loudon Mfg., Inc. v. American & Efird Mills, 46 A.D.2d 637, 360 N.Y.S.2d 250 (1st Dept. 1974).

Further, we note that arbitration agreements have frequently been upheld in this Circuit despite the fact that the party opposing arbitration has not signed the agreement. See A/S Custodia v. Lessin International, Inc., 503 F.2d 318 (2d Cir. 1974); Fisser v. International Bank, 282 F.2d 231 (2d Cir. 1960); In the Matter of the Arbitration of AAACON Auto Transport Inc. v. Teafatiller, 334 F. Supp. 1042 (S.D.N.Y. 1971). As AAACON, supra, states,

"[a]n agreement to arbitrate need not be signed by the party to be charged. The [federal] statute merely requires that the arbitration provision itself be in writing."  
334 F. Supp. at 1043.

We do not believe that we are acting to compel arbitration is a situation in which the parties have had a disagreement over the substantive terms of their contract. Unlike the "battle of forms" problem raised in Matter of Doughboy Industries, Inc., 17 A.D.2d 216, 233 N.Y.S.2d 488 (1st Dept., 1962)<sup>1/</sup>, here there is but one document which was sent twenty times to the Buyer. The paper was denominated a "contract" and indicated it would be deemed to have been accepted by the Buyer if the goods were received and retained without objection beyond ten days. We note that the ten-day period for objection is adopted directly from the UCC. [See UCC 2-201(2).]

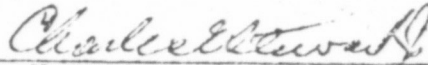
Thus, we conclude that arbitration is properly compelled here, both under the Federal Arbitration Statute, 9 U.S.C. §4 and the New York CPLR §7503. We are mindful of the strong federal policy which both encourages arbitration, [See Prima Paint Corporation v. Flood and Conklin Mfg. Co., 388 U.S. 395 (1967) and Lawson Fabrics v. Akzona, Inc., 355 F. Supp. 1146 (S.D.N.Y. 1973), affirmed without opinion, 486 F.2d 1394 (2d Cir. 1973)] and precludes a determination on the merits once arbitration is compelled. See United Steelworkers of America v. America Manufacturing Co., 363 U.S. 564 (1960). Consequently, we do not reach the merits of the issues of the existence of an accord and satisfaction or of the pro-

<sup>1/</sup> [in which the then-Judge Breitel declined to compel an arbitration when Seller's form contained a provision for arbitration but Buyer's form did not].

priety of invoking the equity principle of estoppel arising out of the alleged "new" agreement.

Petition to compel arbitration granted.

SO ORDERED.



United States District Judge

Dated: New York, N.Y.  
October 1, 1975.



S I R S :

PLEASE TAKE NOTICE that respondent L. W. FOSTER SPORTS-WEAR CO., INC. hereby appeals to the United States Court of Appeals for the Second Circuit from each and every part of the Order entered October 2, 1975 and Judgment entered October 24, 1975, granting the petition of petitioner Knit-Away, Inc. to compel arbitration.

Dated: New York, New York  
October 30, 1975

Yours, etc.,

SHEA GOULD CLIMENKO KRAMER & CASEY

By: *Irvin G. Hecker*  
A Member of the Firm

Attorneys for Respondent  
330 Madison Avenue  
New York, New York 10017  
(212) 661-3200

To:

Clerk,  
United States District Court  
Southern District of N.Y.  
Courthouse  
Foley Square  
New York, New York 10007

OTTERBOURG, STEINDLER, HOUSTON  
& ROSEN  
Attorneys for Petitioner  
230 Park Avenue  
New York, New York 10017

OF COUNSEL:  
Marvin Comisky  
Philip C. Patterson  
BLANK ROME KLAUS & COMISKY  
Four Penn Central Plaza  
Philadelphia, Pa. 19103